**CITY OF MIDLAND, TEXAS**
**AGENDA FOR CITY COUNCIL MEETING**
**March 28, 2023 - 10:00 AM**
**300 North Loraine**
**Midland, Texas**
**Council Chamber - City Hall**

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

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

## OPENING ITEMS

1. Invocation – Senior Pastor Lonnie Phillips, Fellowship Community Church

2. Pledge of Allegiance

## PRESENTATIONS

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

    3a. Presentation of “Resolution of Appreciation for Midland Autism Awareness Month”

## CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

    4a. BRIEFING SESSION OF FEBRUARY 28, 2023

    4b. REGULAR SESSION OF FEBRUARY 28, 2023

    4c. SPECIAL SESSION OF MARCH 10, 2023

5. 2023-027 – RESOLUTION OF APPRECIATION FOR AUTISM AWARENESS MONTH (DISTRICT: NONE) (CITY ATTORNEY'S OFFICE)

6. 2023-028 – RESOLUTION AWARDING A CONTRACT FOR THE REPLACEMENT OF A FENCE AT THE REYES MASHBURN NELMS PARK TURF FIELDS IN THE AMOUNT OF $78,285.00 TO HORNET FENCE LLC; APPROVING $7,829.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)

7. 2023-029 – RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 04 PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A COST OF $1,518,091.00; APPROVING $151,809.10 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

8. 2023-030 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE-YEAR CONTRACT WITH STRYKER SALES, LLC, FOR PREVENTATIVE MAINTENANCE SERVICES FOR THE FIRE DEPARTMENT AT A TOTAL COST OF $138,818.50 (DISTRICT: NONE) (GENERAL SERVICES)

9. 2023-031 – RESOLUTION AWARDING A THREE YEAR CONTRACT FOR A CITYWIDE INTERNET SERVICE PROVIDER TO FIBER PLATFORM LLC, D/B/A UNITE PRIVATE NETWORKS, LLC, FOR A TOTAL COST NOT TO EXCEED $385,272.00 (DISTRICT: NONE) (GENERAL SERVICES)

10. 2023-032 – RESOLUTION APPROVING THE SELECTION OF 1919 ARCHITECTS, P.C., CHAPMAN HARVEY ARCHITECTS, INC., JSA ARCHITECTS, INC., PARKHILL SMITH & COOPER, INC., DBA PARKHILL, AND VANDERGRIFF GROUP ARCHITECTS, P.C., TO PROVIDE THE CITY OF MIDLAND, TEXAS, WITH PROFESSIONAL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED FIVE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $500,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

11. 2023-033 – RESOLUTION APPROVING THE PURCHASE OF EIGHT HUNDRED (800) THREE (3) CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL REFUSE CONTAINERS AND FIVE (5) ROLL-OFF OPEN TOP CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD AT A TOTAL COST OF $828,400.00 (DISTRICT: NONE) (GENERAL SERVICES)

12. 2023-034 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY KOPPL SERVICES, INC., FOR A TOTAL COST OF $342,868.76 (DISTRICT 4) (GENERAL SERVICES)

13. 2023-035 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $333,613.72 (DISTRICT 4) (GENERAL

SERVICES)

14. 2023-036 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY DREDGING OF THE WATER PURIFICATION PLANT RESERVOIR BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $250,235.12 (DISTRICT 2) (GENERAL SERVICES)

15. 2023-037 – RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 12 WITH DUNAWAY ASSOCIATES, LLC, FOR THE BEAL PARK MASTER PLAN IMPLEMENTATION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $43,400.00; AND APPROPRIATING FUNDS FOR SAID TASK ORDER (DISTRICT 4) (GENERAL SERVICES)

16. 017-2023 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT CORPORATION FOR THE STATE HIGHWAY 191 WASTEWATER MAIN EXTENSION PROJECT, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT 4) (CITY MANAGER)

17. 018-2023 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE SH-191 WASTEWATER MAIN EXTENSION PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (GENERAL SERVICES)

18. 019-2023 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH PARKHILL SMITH AND COOPER SERVICES DBA PARKHILL REGARDING THE MIDLAND T-BAR WELLFIELD REMEDIATION PLAN; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $151,330.73 AND TO PROVIDE INCREASE PUMP CAPACITY FOR WELLS #5, #6, AND #7; AND ADDITIONAL WATER HOLDING POND WORK; AND APPROPRIATING FUNDS FROM THE UTILITIES FUND FOR SAID PROJECT. (DISTRICT: NONE) (GENERAL SERVICES)

19. 2023-038 – RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH RUBICON GLOBAL LLC THROUGH SOURCEWELL, FOR THE RUBICON SMARTCITY PROGRAM FOR A TOTAL COST OF $559,657.00 AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: NONE) (GENERAL SERVICES)

20. 2023-039 – RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,452,367.00 (DISTRICT: NONE) (GENERAL SERVICES)

21. 2023-040 – RESOLUTION SELECTING FRANKLIN MOUNTAIN MAF, LLC, TO EQUIP AND OPERATE A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATION AT

MIDLAND INTERNATIONAL AIR & SPACE PORT; AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN MAF, LLC (DISTRICT 4) (AIRPORTS)

22. 2023-041 – RESOLUTION AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH C. HODGES DEVELOPMENT SERVICES, L.P., AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE (THE "AGREEMENT") REGARDING A CERTAIN TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"); SAID PROPERTY BEING LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 (THE "REINVESTMENT ZONE"); SAID REINVESTMENT ZONE BEING LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158; THE OWNER OF THE PROPERTY AND THE APPLICANT FOR TAX ABATEMENT BEING C. HODGES DEVELOPMENT SERVICES, L.P.; THE IMPROVEMENTS INCLUDED IN THE AGREEMENT BEING GENERALLY DESCRIBED AS BUILDING(S) CONTAINING AT LEAST 55,000 SQUARE FEET OF SPACE TO BE USED FOR RETAIL USES, RESTAURANT USES, AND OTHER SERVICES AND USES ASSOCIATED THEREWITH; THE ESTIMATED COST OF SAID IMPROVEMENTS BEING NOT LESS THAN $15,000,000.00; AND DIRECTING THE CITY MANAGER TO DELIVER A WRITTEN NOTICE OF THE CITY'S INTENTION TO ENTER INTO THE AGREEMENT, OR ENSURE THAT SUCH A NOTICE HAS BEEN DELIVERED, TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH APPROPRIATE TAXING UNIT AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT (DISTRICT 4) (CITY MANAGER)

23. 2023-042 – RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, THE MIDLAND DEVELOPMENT CORPORATION, AND C. HODGES DEVELOPMENT SERVICES, L.P., REGARDING THE DEVELOPMENT OF A CERTAIN 17.345-ACRE TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 4) (CITY MANAGER)

24. 2023-043 – RESOLUTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF $50,000.00 FROM THE NATIONAL FITNESS CAMPAIGN TO ASSIST THE CITY OF MIDLAND PARKS DIVISION WITH THE CONSTRUCTION AND INSTALLATION OF A FITNESS COURT AT DENNIS THE MENACE PARK; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY GRANT ACCEPTANCE DOCUMENTS; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (COMMUNITY SERVICES)

25. 2023-044 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE KEEP MIDLAND BEAUTIFUL ISLAND BEAUTIFICATION PROJECT; AUTHORIZING THE EXECUTION OF A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF A PUBLIC SCULPTURE WITHIN STATE

HIGHWAY RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL LEGAL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF SAID PUBLIC SCULPTURE WITHIN STATE HIGHWAY RIGHT-OF-WAY (DISTRICT 2) (COMMUNITY SERVICES)

26. 020-2023 – MOTION AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT BETWEEN THE CITY OF MIDLAND AND MIDLAND ATHLETIC SYNDICATE, INC. REGARDING THE LEASE OF LAND LOCATED AT THE SCHARBAUER SPORTS COMPLEX (DISTRICT 4) (COMMUNITY SERVICES)

27. 021-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK, SECTION 50, BEING A REPLAT OF LOT 4, BLOCK 5, WESTRIDGE PARK, SECTION 6 AND LOTS 3A AND 4, BLOCK 6, WESTRIDGE PARK, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND LOOP 250 FRONTAGE ROAD) (DISTRICT 4) (DEVELOPMENT SERVICES)

28. 2023-045 – RESOLUTION ACCEPTING A FISCAL YEAR 2023 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $145,052.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (DISTRICT: NONE) (POLICE)

29. 022-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-009) WITH ENLINK NORTH TEXAS GATHERING, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 2 AND 11, BLOCK X, HP HILLIARD AND SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 3) (UTILITIES)

30. 023-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-010) WITH CROWNQUEST OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

31. 024-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-011) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WEST-TEX LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 9, AND 10, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

32. 025-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-013) WITH CROWNQUEST OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

33. 026-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-014) WITH MIDLAND-PERMIAN PIPELINE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

34. 2023-046 – RESOLUTION ESTABLISHING AN APPROPRIATION POLICY FOR OIL AND GAS REVENUES GENERATED BY CITY-OWNED PARK PROPERTY (DISTRICT: ALL) (COMMUNITY SERVICES)

35. 027-2023 – MOTION APPOINTING MORRIS WILLIAMS JR. AS THE INTERIM CITY MANAGER EFFECTIVE MAY 1, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE INTERIM CITY MANAGER (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)

**SECOND READINGS**

36. 10375 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

37. 10382 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

38. 10383 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL

STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

39. 10384 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

40. 10385 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

41. 10387 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

42. 10388 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1,

COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

## PUBLIC HEARINGS

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

43. 10386 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

44. 10390 – AN ORDINANCE VACATING AND ABANDONING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); THE CITY OF MIDLAND BEING THE OWNER OF ALL ABUTTING PROPERTY; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (DEVELOPMENT SERVICES)

45. 2023-047 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A MUSIC FESTIVAL AND CAR SHOW ON LOT 1A, BLOCK 54, AND LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, A 0.28-ACRE PORTION OF NORTH LORAINE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 36, AND LOTS 7 THROUGH 9, BLOCK 37, ORIGINAL TOWN, A 0.54-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, AND A 1.25-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY AND A 1.25-ACRE PORTION OF WEST TEXAS AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCKS 54 AND 55, ORIGINAL TOWN, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH COLORADO STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

46. 10391 – AN ORDINANCE VACATING AND ABANDONING A 0.042-ACRE PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 3, BLOCK 11, ELMWOOD ADDITION, AND LOT 1, BLOCK 15, ELMWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MARIENFIELD STREET, APPROXIMATELY 250 FEET SOUTH OF WEST CUTHBERT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $7,232.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

47. 10392 – AN ORDINANCE VACATING AND ABANDONING A 2,080-SQUARE FOOT PORTION OF WEST INDUSTRIAL LOOP RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 3, MIDKIFF INDUSTRIAL CENTER, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST INDUSTRIAL LOOP, APPROXIMATELY 250 FEET SOUTH OF COMMERCIAL DRIVE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $1,040.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

48. 10393 – AN ORDINANCE VACATING AND ABANDONING A 1,200-SQUARE FOOT SANITARY SEWER EASEMENT LOCATED ADJACENT TO LOTS 2 AND 3, BLOCK 6, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH L STREET, APPROXIMATELY 185 FEET SOUTH OF WINFIELD ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

49. 10394 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10345; 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 (DISTRICT 3) (ENGINEERING SERVICES)

50. 2023-048 – RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 2.337-ACRE TRACT LOCATED IN SECTION 20, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CIMMARON AVENUE BETWEEN WEDGWOOD STREET AND MCDONALD STREET); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $228,310.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL

DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS (DISTRICT 3) (ENGINEERING SERVICES)

51. 2023-049 – RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 0.783-ACRE TRACT LOCATED IN BLOCK 19, LOT 2, DELLWOOD SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST END OF DOUG RUSSELL PARK ADJACENT TO ALAMO JUNIOR HIGH SCHOOL); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $71,699.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS (DISTRICT 3) (ENGINEERING SERVICES)

**MISCELLANEOUS**

52. 2023-050 – RESOLUTION APPROVING THE PURCHASE OF AN APPROXIMATE 10.30-ACRE TRACT LOCATED IN BLOCK 87, EAST MIDLAND ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS FOR A TOTAL AMOUNT OF $561,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID PROPERTY, PURCHASE A TITLE INSURANCE POLICY, AND HOLD THE CLOSING FOR SAID ACQUISITION; AUTHORIZING PAYMENT FOR SAID PROPERTY, THE TITLE INSURANCE POLICY, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID ACQUISITION (DISTRICT 2) (ENGINEERING SERVICES)

**PUBLIC COMMENT**

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

**EXECUTIVE SESSION**

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

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.

Respectfully Submitted,

Robert Patrick
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**
**BRIEFING SESSION**
**MINUTES**
**February 28, 2023**

DRAFT

The City Council convened in briefing session in the Basement Conference Room, City Hall, Midland, Texas, at 9:30 AM, February 28, 2023.

| | |
|---|---|
| **Council Members present:** | Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman |
| **Council Members absent:** | None |
| **Staff members present:** | City Attorney John Ohnemiller, City Manager Robert Patrick, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz |

The meeting was called to order at 9:30 a.m.

The following matter(s), and any matter listed on the agenda for this meeting, may be discussed by the City Council:

1. Receive an update from Engineering Services on the possible exchange of land between the City of Midland and the Midland Independent School District.

   Senior Engineering Manager Gabe McClelland gave a brief overview of the item noting this is for the City to purchase one tract of land from MISD and in return, MISD will purchase two tracts of land from the City. The property is a 10.3 acre tract of land that the City uses as a stockpile location. The purchase price for this tract of land is $561,000.00. Mr. McClelland reported the two areas that the City would sell to MISD are Rusk Park for a sale price of $228,310.00 and Doug Russell Park for a sale price of $71,699.00. Mr. McClelland also reported on details such as history, locations, park uses and next steps.

   Engineering Services Director Jose Ortiz spoke on the benefits of the purchase and sale of the properties.

2. Receive and discuss a presentation from Laurie Williams, Assistant Director of Community Services regarding the City's overall parks system plan.

   Assistant Community Services Director Laurie Williams gave a brief overview of the parks system as a whole. Ms. Williams discussed different park projects currently ongoing within the City of Midland. Ms. Williams reviewed items such as park needs assessments; the 2020 parks, recreation and open space master plan/top 10 needs; park renovations and

completed renovations for Hogan Park, Reyes, Mashburn, Nelms Park, Windlands Park, Beal Park and Doug Russell Park to name a few. Ms. Williams also reported on staffing needs.

Community Services Director Cristina Burns reported the City was awarded $50,000.00 from the National Fitness Campaign for a fitness court at Dennis the Menace Park. This would be for an innovative training center intended to provide free fitness to the community. If the City moves forward with the project, the City would be responsible for $130,000.00 to $209,000.00 for implementation. Ms. Burns reported on cost saving ways the funds could be raised and a partnership with the Boys and Girls Club of the Permian Basin to assist with identifying other partnerships and/or cost saving methods. This fitness campaign is also backed by Blue Cross/Blue Shield.

Tommy Hawkins with Midland Softball Association provided the Council reports on the success of two recent tournaments and information on upcoming tournaments.

All the business at hand having been completed, the meeting adjourned at 10:03 a.m.

PASSED AND APPROVED March 28, 2023.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer /City Secretary

DRAFT

**MIDLAND CITY COUNCIL**
**MINUTES**
**February 28, 2023**

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., February 28, 2023.

| | |
|---|---|
| **Council Members present:** | Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman |
| **Council Members absent:** | None |
| **Staff members present:** | City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz |

The meeting was called to order at 10:07 a.m.

## OPENING ITEMS

1. Invocation – Pastor Roy Smith, True-Lite Christian Fellowship Church

   Pastor Rayon Calhoun, True-Lite Christian Fellowship Church, provided the invocation in place of Pastor Smith.

2. Pledge of Allegiance

## PRESENTATIONS

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

   a. Presentation of Proclamation for “Women’s History Month”

## CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF FEBRUARY 14, 2023

   4b. SPECIAL SESSION OF FEBRUARY 21, 2023

DRAFT

6. 012-2023 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES AND SERVICES PROVIDED IN CONNECTION THEREWITH FOR THE ENGINEERING SERVICES DEPARTMENT AND TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS WITH UP TO EIGHT FIRMS FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENTS SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

7. 2023-020 – RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,065,605.04 (DISTRICT: NONE) (GENERAL SERVICES)

8. 2023-021 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LIMITED, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AND CONCESSION FACILITY AT THE REYES MASHBURN NELMS TURF FIELDS FOR A TOTAL COST OF $359,248.00; AND APPROVING $35,000.00 FOR PROJECT RELATED COSTS (DISTRICT 2) (GENERAL SERVICES)

9. 2023-022 – RESOLUTION CONSENTING TO THE ENCUMBRANCE OF A LEASEHOLD INTEREST HELD BY OGM AVIATION, LLC, IN CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS A 0.322-ACRE TRACT LOCATED IN LOT B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL NECESSARY AND APPROPRIATE AGREEMENTS, AMENDMENTS, CERTIFICATES, DOCUMENTS, AND LEGAL INSTRUMENTS; AND RATIFYING CERTAIN ACTIONS PERFORMED ON BEHALF OF THE CITY OF MIDLAND, TEXAS (DISTRICT 4) (AIRPORTS)

12. 2023-023 – RESOLUTION APPROVING THE TRANSFER FROM COG OPERATING, LLC ("OPERATOR") TO WINN RESOURCES, LLC ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 1) (DEVELOPMENT SERVICES)

13. 2023-024 – RESOLUTION AUTHORIZING THE TRANSFER OF LOT 4, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND TO GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC., AS AUTHORIZED BY CHAPTER 253 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR SAID TRANSFER; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT

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OF CONVEYANCE (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Dan Corrales moved to approve consent agenda items 4 – 14 (excluding items 5, 10, 11, & 14); seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

**The following item(s) were pulled from consent agenda and considered individually.**

5. 2023-019 – RESOLUTION AWARDING A CONTRACT FOR THE FULL-DEPTH RECONSTRUCTION PAVING PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,619,813.00; APPROVING $161,981.30 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

Engineering Services Director Jose Ortiz gave a brief overview of the item noting that normally, during the pre-construction meeting, the contractor is informed that they need to notify land owners about the project, however, in this case, Nobels Way is a little different because it is a reconstruction project. Mr. Ortiz reported that some projects have different means of notification and for reconstruction projects, they will make an effort to notify the public in advance of construction.

Dan Corrales moved to approve Resolution No. 2023-019; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

10. 013-2023 – MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND INTERFLIGHT GLOBAL CORPORATION FOR SERVICES RELATED TO THE PROCUREMENT OF NEW TENANTS FOR FACILITIES LOCATED AT THE SPACEPORT BUSINESS PARK (DISTRICT 4) (CITY MANAGER)

Midland Development Corporation Director Sara Harris gave a brief overview of the item noting they are actively pursuing additional tenants at the Spaceport Business Park. Currently, there are three active companies in Midland: AST Space Mobile, Kepler Aerospace and Firehawk Aerospace. The contract will help continue awareness in the industry in the hopes of expansion in Midland in the future.

Amy Stretcher Burkes moved to approve Motion No. 013-2023; seconded by Jack Ladd.

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The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

11. 014-2023 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $12,000.00 FROM BEST FRIENDS ANIMAL SOCIETY TO ASSIST THE CITY OF MIDLAND ANIMAL SERVICES DIVISION WITH THE FUNDING TO HIRE A LICENSED VETERINARIAN MEDICAL DIRECTOR; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT AND APPROPRIATE SAID GRANT FUNDS (DISTRICT: ALL) (COMMUNITY SERVICES)

Community Services Director Cristina Burns gave a brief overview of the item noting the funding is flexible and will be used to pay for the services of a veterinarian. The funds may also be used for services such as spay and neuter surgeries or basic care to sheltered animals.

Animal Services Manager Ty Coleman gave a brief overview of the item explaining how the grant process works and what their needs are with regard to procuring a veterinarian.

Robin Poole moved to approve Motion No. 014-2023; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

14. 015-2023 – MOTION APPROVING A REQUEST BY MAGRYM CONSULTING, INC., TO DEFER PAVING AND SIDEWALK IMPROVEMENTS FOR MORNINGSIDE ADDITION, SECTION 8, AND TO WAIVE THE CORRESPONDING FINANCIAL SECURITY GUARANTEE VALUED AT $53,151.00, AN AMOUNT EQUAL TO THE ESTIMATED COST TO CONSTRUCT THE PUBLIC INFRASTRUCTURE. THE SUBJECT PROPERTY IS GENERALLY LOCATED WEST OF N MAIN STREET AND SOUTH OF HUMBLE AVENUE. THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF MIDLAND (DISTRICT 2) (ENGINEERING SERVICES)

Engineering Services Director Jose Ortiz gave a brief overview of the item noting the property is located at Main and Humble. The request by the applicant is to not put in curb sidewalks and paving, nor the 24 feet of paving the City recommends.

Mr. Ortiz clarified that the request is only on Humble Avenue, not Main Street. Humble Avenue functions as an alley, the City requires sidewalks on Main.

Ed Aleman, 800 N. Marienfield, reported they do plan to put the sidewalk on Main Street but are trying to get Humble deferred first.

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Mr. Ortiz reported this can be part of the bond project.

Jack Ladd moved to approve Motion No. 015-2023; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

**SECOND READINGS**

15. 10373 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 155, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 143 FEET SOUTH OF WEST PENNSYLVANIA 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10373.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10373; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

16. 10374 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 550 FEET SOUTH OF WEST LOOP 250), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10374.

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Jack Ladd moved to approve the second and final reading of Ordinance No. 10374; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

17. 10376 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,464-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, CLAYDESTA PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DESTA DRIVE AND SMITH ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10376.

Roger Gearhart, 6706 Mosswood, reported that when the application was filled out it had 12:00 a.m. instead of 2:00 a.m. and he is requesting the alcoholic beverage special use permit be changed to reflect 2:00 a.m.

Dan Corrales moved to approve the second and final reading of ordinance number 10376 and to amend the time of alcoholic beverage sales to end at 2:00 a.m. instead of 12:00 a.m; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

18. 10377 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

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Deputy City Secretary Vanessa White read the caption of Ordinance No. 10377.

John Norman moved to approve the second and final reading of Ordinance No. 10377; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

19. 10378 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10378.

John Norman moved to approve the second and final reading of Ordinance No. 10378; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

20. 10379 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND BY REPEALING ORDINANCE NO. 8961, WHICH GRANTED A SPECIFIC USE DESIGNATION WITHOUT TERM THAT ALLOWED AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY ONE MILE NORTH OF BUSINESS INTERSTATE 20), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10379.

John Norman moved to approve the second and final reading of Ordinance No. 10379;

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seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

21. 10380 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.73-ACRE TRACT OF LAND OUT OF LOT 22, BLOCK 22, WESTERN HILLS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BEAL PARKWAY, APPROXIMATELY 154 FEET SOUTH OF BLUE HAVEN DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10380.

John Norman moved to approve the second and final reading of Ordinance No. 10380; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

22. 10381 – AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER 2, “PLATS AND SUBDIVISIONS”, SECTION THREE, “PLATTING PROCEDURES”, SUBSECTION (D), “PRELIMINARY PLAT”, SUB-SUBSECTION 11, “APPROVAL BY THE COUNCIL” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REQUIRE COUNCIL APPROVAL OF A PRELIMINARY PLAT (1) THAT WAS APPROVED BY THE PLANNING AND ZONING COMMISSION BY OPERATION OF LAW OR (2) THAT IS A REPLAT THAT ATTEMPTS TO AMEND OR REMOVE A COMMON AREA OR GREEN SPACE THAT IS IN THE PRECEDING PLAT; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10381.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10381; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

DRAFT

NAY: None
ABSTAIN: None
ABSENT: None

## PUBLIC HEARINGS

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

23. 10375 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10375.

Mayor Blong opened the public hearing at 10:44 a.m.

Lori Dawson, representing 1515 Idlewilde, is opposed to this item and passed out packets of research information to Council. A couple of the items included in the research was a crash summary and low income housing information.

Landon Torres, 4703 Andrews Hwy, owner of West Texas Automotive, is opposed to this item as he is concerned about traffic and not having a traffic light before the project is done. Mr. Torres is also concerned about theft and the property value if low income housing is put there.

Brad Schwab, Omaha Nebraska, representing senior housing, reported on the need for this housing development and creating something that will make the citizens of Midland proud. Mr. Schwab reported on the positive attributes this development would bring to Midland.

Council Member Ladd had several questions for Mr. Schwab to include, but not limited to, age restrictions, whether or not children will be allowed there and if so, for how long, security on the premises, trash, staff, traffic concerns and transportation for the citizens.

Mr. Schwab reported that no one under 55 is currently living in their facilities. He also reported that this is not a gated community but residents will need a key card to access the building. Mr. Schwab addressed several additional questions from Council.

Andrew Mellen, 1909 W. Wall, Mavrick Engineering, is here to answer questions. Mr. Mellen reported that apartment complexes have some of the highest impact fee rates. The money could be used for some of the improvements mentioned today such as the traffic light.

Jerry Bundick, 3404 Marble Lane, representing the Midland Central Appraisal District,



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reported his main concern is the congestion and traffic this will cause and the issues that may arise with people trying to get into the parking lot of the Appraisal District.

Joshua Mims, 5207 Balfour, spoke in favor of this item and stated his points of view.

Byron Fender, 1600 Idlewilde, reported he didn't know about this project until he got a letter in the mail. He does not feel this project is in line with the Tall City Tomorrow project for Midland. Mr. Fender stated several more concerns.

David Diaz, 208 S. Marienfeld, spoke to clarify statements made by Mr. Fender. Mr. Diaz also reported on the outlook for Midland and the need for additional facilities for seniors living in Midland. Mr. Diaz preceded to answer questions from Council.

Community Services Manager, Isaac Garnet, reported this project is a necessary facility for Midland. Mr. Garnett, who has over 20 years experience in housing, reported that affordable housing is an issue across the United States. Mr. Garnett also reported that an impact study for Community Development Block Grant (CDBG) that was done in 2020 showed the need.

City Attorney John Ohnemiller reported the City puts up signs as a courtesy, it is not a law.

Development Services Director Chuck Harrington gave a brief overview of the item noting our practice is to put up the sign. Mr. Harrington will check to see if there was an issue with this particular notice/sign.

Council Member Amy Stretcher-Burkes inquired on what it would take to fast track the light. Engineering Services Director Jose Ortiz reported on the timeline, budget and what it would take to get it done.

There being no one else wishing to speak, the public hearing was closed at 11:37 a.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10375; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

24. 10382 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO

DRAFT

CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10382.

Mayor Blong opened the public hearing at 11:39 a.m.

Sonny Aguilar, 4120 Spring, stated he will speak if anyone has questions.

Mark Maravel, 6820 Cowboy Dr., stated he will speak if anyone has questions.

There being no one else wishing to speak, the public hearing was closed at 11:40 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10382; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

25. 10383 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10383.

Mayor Blong opened the public hearing at 11:41 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10383; seconded by Robin Poole.

The motion passed by the following vote:



DRAFT

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

26. 10384 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10384.

Mayor Blong opened the public hearing at 11:42 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10384; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

27. 10385 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10385.

Mayor Blong opened the public hearing at 11:43 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10385;



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seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

28. 10386 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10386.

Item pulled by applicant. No action taken.

29. 10387 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10387.

Mayor Blong opened the public hearing at 11:44 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10387; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

30. 10388 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1,



DRAFT

COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10388.

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

Mark Elliott, 4300 Tumbleweed Trail, spoke in favor of this item and reported they would like to stay where they are and downsize.

There being no one else wishing to speak, the public hearing was closed at 11:49 a.m.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10388; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

31. 10389 – AN ORDINANCE TEMPORARILY CLOSING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); 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 (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10389.

Item pulled by applicant. No action taken.

**MISCELLANEOUS**

32. 2023-025 – RESOLUTION APPOINTING A BOARD MEMBER TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND



DRAFT

DOWNTOWN PARK CONSERVANCY (COMMUNITY SERVICES) (DISTRICT 2)

Council Member Dufford moved to nominate Spencer Robnett and Council Member Norman moved to nominate Elvie Brown to the Midland Downtown Parks Conservancy Board, however, since there was only one opening, Council Member Dufford removed his nomination allowing Mr. Elvie Brown, a District 2 representative, to be appointed.

John Norman moved to appoint Elvie Brown to the Midland Downtown Park Conservancy Board of Directors; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

33. 2023-026 – RESOLUTION OF NO OBJECTION TO LEGACY-MIDLAND WOODCREST PARTNERS, LP'S, APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2023 COMPETITIVE 4% HOUSING TAX CREDITS FOR LEGACY SENIOR RESIDENCES (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Dan Corrales moved to approve Resolution No. 2023-026; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

34. 016-2023 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND AN EXECUTIVE SEARCH FIRM FOR RECRUITMENT SERVICES IN CONNECTION WITH THE HIRING OF A NEW CITY MANAGER (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)

Strategic Government Resources (SGR) and Baker Tilly are the two Executive Search firms Council may chose from to conduct a search for a new City Manager for the City of Midland. Council Member Corrales reported that looking at the sucess of previous hires, he is in favor of Baker Tilly.

Dan Corrales moved to approve Baker Tilly US, LLP as the executive search firm for the recruitment in hiring a new City Manager; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

35. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY

DRAFT

SECRETARY'S OFFICE)

No action taken on this item. An appointment was made on item number 32.

**PUBLIC COMMENT**

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

Pastor Elvie Brown, 807 S. Jackson, Common Unity Church, who was nominated to the Midland Downtown Parks Conservancy board, introduced himself.

**EXECUTIVE SESSION**

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

The City Council meeting recessed to Executive Session at 11:58 a.m.

a. Section 551.071, Consultation with Attorney

a.1. Discuss a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment, employment, evaluation, or duties of the City Secretary.

All the business at hand having been completed, the meeting adjourned at 12:55 p.m.

PASSED AND APPROVED March 28, 2023.

_____

Lori Blong, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

**CITY OF MIDLAND, TEXAS**
**MIDLAND CITY COUNCIL**
**SPECIAL MINUTES**
**March 10, 2023**

The City Council convened in **Special** Session in the Beal Ranch House, Midland, Texas, at 9:00 AM, Friday, March 10, 2023.

| | |
|---|---|
| **Council Members present:** | Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman |
| **Council Members absent:** | None |
| **Staff members present:** | City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz, City Governance Officer/City Secretary Marcia Bentley-German, Solid Waste Director Jeffery Ahrlett, Fire Chief Charles Blumenauer, Utilities Director Carl Craigo, Chief Information Officer Jennifer Frescaz, Development Services Director Charles Harrington, Police Chief Seth Herman, Director of Community Services Cristina Odenborg Burns, Engineering Services Director Jose Ortiz, General Services Director Regina Stephenson, Director of Finance Christy Weakland, Administrative Services Director Mark Widmann, Manager of Communications & Marketing Karisa Danley |

The meeting was called to order at 9:09 a.m.

## SPECIAL SESSION

1. The City Council will meet with Council appointees, City Staff, and others in a workshop to discuss and consider City policy, management, operational, and budgeting issues for the current fiscal year and future fiscal years. The matters to be discussed may include, but are not limited to, issues related to streets, roads, and water and sewer infrastructure; water supply and resources; parks and recreation; community services; public health and safety; land use and development; economic development; personnel; airports; technology; solid waste management; real property; and oil and gas development. The City Council may develop and prioritize actions and goals in connection with the foregoing matters.

   Lyle Sumek, with Lyle Sumek Associates, Inc. provided a review of the discussion of the last meeting with Council and the items that were identified by, agreed on and signed off on as a Council. Mr. Sumek worked with the City Council, City Management and Department Directors to come up with priorities and goals through 2028.

DRAFT

The goals for the next five years Council agreed upon were to have upgraded City facilities and infrastructure through investment; a high performing Midland City team; make Midland a great place to live and a premier City in West Texas; and have a strong economy with more quality jobs.

A few of the top priorities were the use and direction of the Hotel Occupancy Tax; phase 1 of the Police & Fire training facility; funding and direction of the South Midland dirt road paving (COMPASS); Northeast and Northwest right-of-way direction and funding; Tax Rate and Fire Pension discussion and direction.

Some of the high priorities discussed were direction and use of funding of Oil and Gas revenues; upgrades to Beal Park and indoor sports facilities partnerships; outer loop right-of-way and TXDot funding; City employee compensation and funding; funding for additional Public Safety staffing and an Executive Air Park Development/Land use plan/direction.

**EXECUTIVE SESSION**

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

   a. Section 551.074, Personnel Matters

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

All the business at hand having been completed, the meeting adjourned at 4:54 p.m.

PASSED AND APPROVED March 28, 2023.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

2023-027

# City Council Meeting

**Item Number:** 5

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** John Ohnemiller, City Attorney

**Subject:** RESOLUTION OF APPRECIATION FOR AUTISM AWARENESS MONTH (DISTRICT: NONE) (CITY ATTORNEY'S OFFICE)

---

**Purpose:**

The proposed resolution acknowledges the need for awareness and acceptance of individuals with autism and designates the month of April as Midland Autism Awareness Month.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

None.

**Discussion:**

The proposed resolution acknowledges the need for awareness and acceptance of individuals with autism and designates the month of April as Midland Autism Awareness Month.

Morris Williams Jr.

City Manager's Office

*City of Midland*

**Office Memorandum**

**DATE:** March 28, 2023

**TO:** The Honorable Mayor and City Council Members

**FROM:** John Ohnemiller, City Attorney

**SUBJECT:** Resolution of Appreciation for Autism Awareness Month

---

The proposed resolution acknowledges the need for awareness and acceptance of individuals with autism and designates the month of April as Midland Autism Awareness Month.

**RESOLUTION NO. _____**

**RESOLUTION OF APPRECIATION FOR AUTISM AWARENESS MONTH**

**WHEREAS**, the City of Midland aims to celebrate and promote awareness and acceptance of autism during the month of April 2023 during National Autism Awareness Month; and

**WHEREAS**, one in every 54 children is affected by autism, a complex developmental condition affecting the patient's ability to interact, communicate, and progress, emphasizing the need for public awareness and acceptance to be more inclusive of autistic individuals around us; and

**WHEREAS**, on April 1st, 2023, Autism Awareness Month will begin in Midland, Texas, coinciding with National Autism Awareness Month that will be celebrated across the country by millions of students, parents, educators, special needs schools and organizations to raise awareness and acceptance of autism; and

**WHEREAS**, we, the Mayor, City Council, and citizens of Midland, place our sincere hopes and wishes alongside our actions to empower autistic individuals and their families in Midland with education fostering not only tolerance but acceptance;

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

**THAT** the City Council hereby designates April 1, 2023, through April 30, 2023, Midland Autism Awareness Month as a symbol of our hope and confidence in promoting awareness and acceptance of autism in Midland, 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Scott Dufford, Council Member
District One

_____
Dan Corrales, Council Member
At-Large

_____
John Norman, Council Member
District Two

_____
Robin Poole, Council Member
At-Large

_____
Jack Ladd, Council Member
District Three

_____
Lori Merritt Blong, Mayor

_____
Amy Stretcher Burkes, Council Member
District Four

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# City Council Meeting

**Item Number:** 6

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AWARDING A CONTRACT FOR THE REPLACEMENT OF A FENCE AT THE REYES MASHBURN NELMS PARK TURF FIELDS IN THE AMOUNT OF $78,285.00 TO HORNET FENCE LLC; APPROVING $7,829.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)

---

**Purpose:**

Resolution awarding the execution of a contract for Fence removal and installation at Reyes, Mashburn, Nelms Turf Fields to Hornet Fence LLC, for the Community Services Department for the amount of $78,285.00; approving $7,829.00 for contingencies; for a total cost of $86,114.00; and transferring and appropriating funds; and authorizing payment.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is available in the Parks Bond Projects Fund (126) and will appropriated to a project for the said purposes.

**Discussion:**

The City Manager approved specifications and authorized advertisement for bids for Fence removal and installation at Reyes, Mashburn, Nelms Turf Fields. Thirty-three (33) bid requests were issued. We received five (5) bids. Three (3) bids were nonresponsive. Staff recommends awarding to Hornet Fence LLC. Please see the attached memo from Cristina Burns, Community Services Director, for more information.

Therefore, please consider a resolution authorizing the execution of a contract for Fence removal

and installation at Reyes, Mashburn, Nelms Turf Fields to Hornet Fence LLC, of Flora Vista, New Mexico for the Community Services Department for the amount of $78,285.00; approving $7,829.00 for contingencies; for a total cost of $86,114.00; and transferring and appropriating funds; and authorizing payment.

Tina Daugherty

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT FOR THE REPLACEMENT OF A FENCE AT THE REYES MASHBURN NELMS PARK TURF FIELDS IN THE AMOUNT OF $78,285.00 TO HORNET FENCE LLC; APPROVING $7,829.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS**

**WHEREAS,** the City Manager approved plans and specifications and authorized the advertisement for bids for the replacement of a fence at the Reyes Mashburn Nelms Park turf fields; and

**WHEREAS**, bids were opened on March 15, 2023, with the lowest bid being submitted by Hornet Fence LLC in the amount of $78,285.00 as shown on the bid tabulation attached hereto as Exhibit A, which is incorporated herein for all purposes; and

**WHEREAS**, the City Council finds the amount of $78,285.00 proposed by Hornet Fence LLC for the replacement of said fence to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to award a contract to Hornet Fence LLC for the replacement of the fence at the Reyes Mashburn Nelms Park turf fields; and

**WHEREAS**, the City Council finds it to be in the public interest to approve $7,829.00 for project related expenses;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Hornet Fence LLC for the replacement of a fence at the Reyes Mashburn Nelms Park turf fields for an amount of $78,285.00. Said contract being in a form substantially similar to that of Exhibit B, which is attached hereto and incorporated herein for all purposes.

**SECTION TWO.** That the sum of $7,829.00 for project related expenses is hereby approved.

**SECTION THREE.** That funds are available in the Park Bond Projects Fund (126) and will be appropriated to a project established by the City of Midland Finance Department.

**SECTION FOUR.** That the City Comptroller is hereby authorized and directed to pay Hornet Fence LLC pursuant to the terms of said contract 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# City of Midland - Bid Tabulation

| BID # 23002654<br>Fence replacement for the Reyes-Mashburn-Nelms Park Football Fields<br>OPENED March 15, 2023 | | | Henderson Bros Construction, LLC<br>8895 S US Hwy 377<br>Dublin, Texas 76446<br>254-964-5263<br>kyla@hendersonlandservices.com | | Hornet Fence LLC<br>842D NM 516<br>Flora Vista, New Mexico 87415<br>505--486-0647<br>travis.ray@hornetfence.com | |
|---|---|---|---|---|---|---|
| ITEM | QTY | DESCRIPTION | COST EA. | TOTAL | COST EA. | TOTAL |
| | | | | | | |
| 1 | 1 | Remove approx. 2258 Linear Feet of 4' Chain | $2,258.00 | $2,258.00 | $4,800.00 | $4,800.00 |
| | | Link Fence | | | | |
| | | | | | | |
| 2 | 1 | Haul off old fence, damaged poles, concrete, etc. | $2,600.00 | $2,600.00 | $3,600.00 | $3,600.00 |
| | | | | | | |
| 3 | 1 | Install new 2 7/8" sch 40 corner and end posts, | $51,392.00 | $51,392.00 | $35,185.00 | $35,185.00 |
| | | use 2 3/8" sch 40-line posts at 10' Center, and | | | | |
| | | use 1 5/8" 20 gauge for top rails. (All Black Vinyl | | | | |
| | | Coated) | | | | |
| | | | | | | |
| 4 | 1 | 3,500 PSI Concrete to set posts | $2,625.00 | $2,625.00 | $3,200.00 | $3,200.00 |
| | | | | | | |
| 5 | 1 | Install approx. 2258 Linear Feet of New 6' Black | $51,392.00 | $51,392.00 | $19,990.00 | $19,990.00 |
| | | Vinyl Coated 2" mesh Chain Link Fence 9 gauge | | | | |
| | | to include 8' by 16' electrical enclosure on south | | | | |
| | | side of fields. | | | | |
| | | | | | | |
| 6 | 4 | Install 4 black vinyl coated pedestrian gates. 3 | $420.00 | $1,680.00 | $890.00 | $3,560.00 |
| | | on north side of fields and 1 at south side | | | | |
| | | electrical enclosure. 4' wide by 6' tall | | | | |
| | | | | | | |
| 7 | 3 | Install 3 black vinyl coated service gates. 2 | $1,200.00 | $3,600.00 | $1,050.00 | $3,150.00 |
| | | together on east side of fields, 1 on southwest | | | | |
| | | corner of fields. 3 - 8' wide by 6' tall gates | | | | |
| | | | | | | |
| 8 | 1 | Auger Machine, drill holes 36" deep for Fence | $23,000.00 | $2,300.00 | $4,800.00 | $4,800.00 |
| | | Post Holes | | | | |
| | | | | | | |
| | | | | | | |
| | | TOTALS: | | $117,847.00 | | $78,285.00 |

**Bidding Summary:**

**33 Bid requests were issued.**

**2 Bids listed above**

**3 NONREPONSE BIDS were received.**

**0 NO BIDS were received.**

**28 Bidders did not respond.**

# THE CITY OF MIDLAND

## CONTRACT

## Contract No. 23002654

THIS CONTRACT, effective the 28th day of March 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Hornet Fence LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 78,285.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the fence replacement at the Reyes Mashburn Nelms Park football fields. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 50 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** 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, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

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

**COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

20. **Insurance:**

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

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

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

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

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

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. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

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, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Hornet Fence LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2023.

_____
Notary Public, State of

**CITY OF MIDLAND**

**PURCHASING DIVISION** DATE: 02/15/2023

**BID REQUEST** PAGE: 01

**(THIS IS NOT AN ORDER)** **BID NO: 23002654**

**OPENING TIME: 2:00 PM** **CLOSING DATE: 03/15/2023**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 2:00 P.M. on 03/15/2023 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: General Services, 1701 E Orchard Lane, Midland, TX

| ITEM NO. | QTY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | Fence Replacement Project at the Reyes Mashburn Nelms Park Football Fields | $78,285.00 | |
| | | | | TOTAL | $78,285.00 |

NOTICE TO BIDDERS:

1. 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.
2. 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.
3. 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.
4. 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.
5. **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: Hornet Fence LLC
ADDRESS 842D NM 516
CITY Flora Vista ST NM ZIP 87415
PHONE NO. 505-486-0647 FAX NO.
EMAIL: travis.ray@hornetfence.com

CASH DISCOUNT: 1 % 10 DAYS
DELIVERY CAN BE MADE 4-6 weeks from award
AUTHORIZED SIGNATURE

*PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING*

# THE CITY OF MIDLAND
## DETAIL SHEET
### 23002654 Fence replacement for the Reyes-Mashburn-Nelms Park Football Fields

| ITEM | DESCRIPTION | QTY | COST EA. | TOTAL |
|---|---|---|---|---|
| 1 | Remove approx. 2258 Linear Feet of 4' Chain Link Fence | Lump sum | $ 4,800.00 | $ 4,800.00 |
| 2 | Haul off old fence, damaged poles, concrete, etc. | Lump sum | $ 3,600.00 | $ 3,600.00 |
| 3 | Install new 2 7/8" sch 40 corner and end posts, use 2 3/8" sch 40-line posts at 10' Center, and use 1 5/8" 20 gauge for top rails. (All Black Vinyl Coated) | Lump sum | $ 35,185.00 | $ 35,185.00 |
| 4 | 3,500 PSI Concrete to set posts | Lump sum | $ 3,200.00 | $ 3,200.00 |
| 5 | Install approx. 2258 Linear Feet of New 6' Black Vinyl Coated 2" mesh Chain Link Fence 9 gauge to include 8' by 16' electrical enclosure on south side of fields. | Lump sum | $ 19,990.00 | $ 19,990.00 |
| 6 | Install 4 black vinyl coated pedestrian gates. 3 on north side of fields and 1 at south side electrical enclosure. 4' wide by 6' tall | 4 | $ 890.00 | $ 3,560.00 |
| 7 | Install 3 black vinyl coated service gates. 2 together on east side of fields, 1 on southwest corner of fields. 3 - 8' wide by 6' tall gates | 3 | $ 1,050.00 | $ 3,150.00 |
| 8 | Auger Machine, drill holes 36" deep for Fence Post Holes | Lump sum | $ 4,800.00 | $ 4,800.00 |
| | | | **Total** | $ $78,285.00 |

**Contractor is responsible for exact measurements these are estimated measurements.**

**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 OR FAX: (432) 685-0523
P.O. Box 1152 E-mail: purchasing@midlandtexas.gov
Midland, TX 79702

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 SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.**

**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).**

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

| | |
|---|---|
| Hornet Fence LLC | 06/07/2023 |
| Company Name | Date |
|  | 505-486-0647 |
| Authorized Signature | Phone |
| Travis Ray | |
| Print Above Name | Fax |

# CITY OF MIDLAND

## ADDENDUM

***BID # 23002654***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: March 10, 2023

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

**Q1.** Clarification if the gates should be 6' in height or 4’ in height to match the rest of the fence.

**A1.** All fencing should be 6’ in height including gates as specified in the bid documents.

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

*All other terms and conditions shall remain the same.*

Hornet Fence LLC
Company Name

Bidder Authorized Signature — 03/10/2023 Date

Travis Ray — 505-486-0647
Please Print Above Name — Phone

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

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

# BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT Hornet Fence LLC. _____

_____

_____

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company _____

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Eighty Thousand _____

_____ DOLLARS

($ 80,000.00 ), 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 Remove Approximatley 2,258 Linear Feet of Existing Chain Link Fence & Install Approximately 2,258 Linear Feet of Chain Link Fence & Gates. _____.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 6th _____ day of March _____, 20 23 ____.

Hornet Fence LLC
_____
Principal

By _____

Address 842D NM516
Flora Vista, NM 87415

The Ohio Casualty Insurance Company
_____
Surety

By Stephenie Warren _____

Address 2700 N. Farmington Ave. Ste. F
Farmington, NM 87401

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208795-975756**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angel Medina; Breanna Lucas; Crystal Gonzales; Lyle Love; Ryann Fenimore; Stephenie C. Warren

all of the city of Farmington state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

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

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

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

# PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

2 08/05/2022

BOIL0074-003 01/01/2021

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 29.47 | 24.10 |

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane | $ 32.85 | 13.10 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above | $ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under | $ 32.35 | 13.10 |

* IRON0084-011 06/01/2022

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 26.76 | 7.88 |

PLUM0404-001 09/01/2020

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 26.05 | 8.81 |

* SUTX2014-037 07/21/2014

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 20.00 | 0.00 |
| CARPENTER | $ 13.82 ** | 0.00 |
| CEMENT MASON/CONCRETE FINISHER | $ 13.76 ** | 0.00 |
| ELECTRICIAN | $ 23.18 | 6.31 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) | $ 19.77 | 7.13 |
| IRONWORKER, REINFORCING | $ 12.27 ** | 0.00 |
| IRONWORKER, STRUCTURAL | $ 22.16 | 5.26 |
| LABORER: Common or General | $ 11.80 ** | 0.00 |
| LABORER: Mason Tender - Brick | $ 11.38 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete | $ 10.58 ** | 0.00 |
| LABORER: Pipelayer | $ 12.49 ** | 2.13 |
| LABORER: Roof Tearoff | $ 11.28 ** | 0.00 |
| OPERATOR: | | |

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

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 National Office because National Office has 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 DECISIO"

Notes
All fence fabric to be 9 gauge
All fencing to be black vinyl coated




**Reyes-Mashburn-Nelms**
**Fence Plan**

# *CITY OF MIDLAND*

**Community Services Department**
**Parks Division**
**Interoffice Memorandum**

**Date:** March 15, 2023
**To:** Morris Williams, Jr., Deputy City Manager
**From:** Cristina Burns, Community Services Director
**Subject:** Fence removal and installation at Reyes, Mashburn, Nelms Turf Fields

The turf multipurpose fields at Reyes, Mashburn, Nelms need new fencing and gates. Moving the fence is necessary in order to install the proposed amenities that will be added at these fields, to include a restroom, bleachers, and shade structures. Currently, the fencing is four feet tall. The proposed fencing will be six feet tall.

Bids for the fence replacement project were opened on March 15, 2023. Staff recommends entering into a contract with the lowest bidder, Hornet Fence LLC. Their bid for the work is $78,285. A 10% contingency ($7829) is included in the requested funding to cover any unexpected costs that may arise during installation. Total project cost with the contingency allowance is $86,114.

Funding in the amount of $86,114 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

# City of Midland - Bid Tabulation

| BID # 23002654<br>Fence replacement for the Reyes-Mashburn-Nelms Park Football Fields<br>OPENED March 15, 2023 | | | Henderson Bros Construction, LLC<br>8895 S US Hwy 377<br>Dublin, Texas 76446<br>254-964-5263<br>kyla@hendersonlandservices.com | | Hornet Fence LLC<br>842D NM 516<br>Flora Vista, New Mexico 87415<br>505--486-0647<br>travis.ray@hornetfence.com | |
|---|---|---|---|---|---|---|
| ITEM | QTY | DESCRIPTION | COST EA. | TOTAL | COST EA. | TOTAL |
| | | | | | | |
| 1 | 1 | Remove approx. 2258 Linear Feet of 4' Chain | $2,258.00 | $2,258.00 | $4,800.00 | $4,800.00 |
| | | Link Fence | | | | |
| | | | | | | |
| 2 | 1 | Haul off old fence, damaged poles, concrete, etc. | $2,600.00 | $2,600.00 | $3,600.00 | $3,600.00 |
| | | | | | | |
| 3 | 1 | Install new 2 7/8" sch 40 corner and end posts, | $51,392.00 | $51,392.00 | $35,185.00 | $35,185.00 |
| | | use 2 3/8" sch 40-line posts at 10' Center, and | | | | |
| | | use 1 5/8" 20 gauge for top rails. (All Black Vinyl | | | | |
| | | Coated) | | | | |
| | | | | | | |
| 4 | 1 | 3,500 PSI Concrete to set posts | $2,625.00 | $2,625.00 | $3,200.00 | $3,200.00 |
| | | | | | | |
| 5 | 1 | Install approx. 2258 Linear Feet of New 6' Black | $51,392.00 | $51,392.00 | $19,990.00 | $19,990.00 |
| | | Vinyl Coated 2" mesh Chain Link Fence 9 gauge | | | | |
| | | to include 8' by 16' electrical enclosure on south | | | | |
| | | side of fields. | | | | |
| | | | | | | |
| 6 | 4 | Install 4 black vinyl coated pedestrian gates. 3 | $420.00 | $1,680.00 | $890.00 | $3,560.00 |
| | | on north side of fields and 1 at south side | | | | |
| | | electrical enclosure. 4' wide by 6' tall | | | | |
| | | | | | | |
| 7 | 3 | Install 3 black vinyl coated service gates. 2 | $1,200.00 | $3,600.00 | $1,050.00 | $3,150.00 |
| | | together on east side of fields, 1 on southwest | | | | |
| | | corner of fields. 3 - 8' wide by 6' tall gates | | | | |
| | | | | | | |
| 8 | 1 | Auger Machine, drill holes 36" deep for Fence | $23,000.00 | $2,300.00 | $4,800.00 | $4,800.00 |
| | | Post Holes | | | | |
| | | | | | | |
| | | | | | | |
| | | TOTALS: | | $117,847.00 | | $78,285.00 |

**Bidding Summary:**

**33 Bid requests were issued.**

**2 Bids listed above**

**3 NONREPONSE BIDS were received.**

**0 NO BIDS were received.**

**28 Bidders did not respond.**

# THE CITY OF MIDLAND

## CONTRACT

## Contract No. 23002654

THIS CONTRACT, effective the 28th day of March 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Hornet Fence LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 78,285.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the fence replacement at the Reyes Mashburn Nelms Park football fields. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 50 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** 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, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

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

**COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

20. **Insurance:**

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

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

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

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

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

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. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

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, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Hornet Fence LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2023.

_____
Notary Public, State of _____

**CITY OF MIDLAND**

**PURCHASING DIVISION** DATE: 02/15/2023

**BID REQUEST** PAGE: 01

**(THIS IS NOT AN ORDER)** **BID NO: 23002654**

**OPENING TIME: 2:00 PM** **CLOSING DATE: 03/15/2023**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 2:00 P.M. on 03/15/2023 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: General Services, 1701 E Orchard Lane, Midland, TX

| ITEM NO. | QTY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | Fence Replacement Project at the Reyes Mashburn Nelms Park Football Fields | $78,285.00 | |
| | | | | TOTAL | $78,285.00 |

NOTICE TO BIDDERS:

1. 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.
2. 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.
3. 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.
4. 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.
5. **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: Hornet Fence LLC
ADDRESS 842D NM 516
CITY Flora Vista ST NM ZIP 87415
PHONE NO. 505-486-0647 FAX NO.
EMAIL: travis.ray@hornetfence.com

CASH DISCOUNT: 1 % 10 DAYS
DELIVERY CAN BE MADE 4-6 weeks from award
AUTHORIZED SIGNATURE

*PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING*

# THE CITY OF MIDLAND
## DETAIL SHEET
### 23002654 Fence replacement for the Reyes-Mashburn-Nelms Park Football Fields

| ITEM | DESCRIPTION | QTY | COST EA. | TOTAL |
|---|---|---|---|---|
| 1 | Remove approx. 2258 Linear Feet of 4' Chain Link Fence | Lump sum | $ 4,800.00 | $ 4,800.00 |
| 2 | Haul off old fence, damaged poles, concrete, etc. | Lump sum | $ 3,600.00 | $ 3,600.00 |
| 3 | Install new 2 7/8" sch 40 corner and end posts, use 2 3/8" sch 40-line posts at 10' Center, and use 1 5/8" 20 gauge for top rails. (All Black Vinyl Coated) | Lump sum | $ 35,185.00 | $ 35,185.00 |
| 4 | 3,500 PSI Concrete to set posts | Lump sum | $ 3,200.00 | $ 3,200.00 |
| 5 | Install approx. 2258 Linear Feet of New 6' Black Vinyl Coated 2" mesh Chain Link Fence 9 gauge to include 8' by 16' electrical enclosure on south side of fields. | Lump sum | $ 19,990.00 | $ 19,990.00 |
| 6 | Install 4 black vinyl coated pedestrian gates. 3 on north side of fields and 1 at south side electrical enclosure. 4' wide by 6' tall | 4 | $ 890.00 | $ 3,560.00 |
| 7 | Install 3 black vinyl coated service gates. 2 together on east side of fields, 1 on southwest corner of fields. 3 - 8' wide by 6' tall gates | 3 | $ 1,050.00 | $ 3,150.00 |
| 8 | Auger Machine, drill holes 36" deep for Fence Post Holes | Lump sum | $ 4,800.00 | $ 4,800.00 |
| | | | **Total** | $ $78,285.00 |

**Contractor is responsible for exact measurements these are estimated measurements.**

**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 OR FAX: (432) 685-0523
P.O. Box 1152 E-mail: purchasing@midlandtexas.gov
Midland, TX 79702

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 SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.**

**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).**

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

| | |
|---|---|
| Hornet Fence LLC | 06/07/2023 |
| Company Name | Date |
|  | 505-486-0647 |
| Authorized Signature | Phone |
| Travis Ray | |
| Print Above Name | Fax |

# CITY OF MIDLAND

## ADDENDUM

***BID # 23002654***

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: March 10, 2023

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

**Q1.** Clarification if the gates should be 6' in height or 4’ in height to match the rest of the fence.

**A1.** All fencing should be 6’ in height including gates as specified in the bid documents.

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

*All other terms and conditions shall remain the same.*

Hornet Fence LLC
Company Name

Bidder Authorized Signature — 03/10/2023 Date

Travis Ray — 505-486-0647
Please Print Above Name — Phone

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

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

# BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT Hornet Fence LLC.

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Eighty Thousand DOLLARS ($ 80,000.00 ), 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 Remove Approximatley 2,258 Linear Feet of Existing Chain Link Fence & Install Approximately 2,258 Linear Feet of Chain Link Fence & Gates.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 6th day of March, 20 23.

Hornet Fence LLC
Principal

By _____

Address 842D NM516
Flora Vista, NM 87415

The Ohio Casualty Insurance Company
Surety

By Stephenie Warren

Address 2700 N. Farmington Ave. Ste. F
Farmington, NM 87401

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208795-975756**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angel Medina; Breanna Lucas; Crystal Gonzales; Lyle Love; Ryann Fenimore; Stephenie C. Warren

all of the city of Farmington state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LMS-12873 LMIC OCIC WAIC Multi Co 02/21

# PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

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

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

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

# PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

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

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

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

2 08/05/2022

BOIL0074-003 01/01/2021

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 29.47 | 24.10 |

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane | $ 32.85 | 13.10 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above | $ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under | $ 32.35 | 13.10 |

* IRON0084-011 06/01/2022

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 26.76 | 7.88 |

PLUM0404-001 09/01/2020

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 26.05 | 8.81 |

* SUTX2014-037 07/21/2014

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 20.00 | 0.00 |
| CARPENTER | $ 13.82 ** | 0.00 |
| CEMENT MASON/CONCRETE FINISHER | $ 13.76 ** | 0.00 |
| ELECTRICIAN | $ 23.18 | 6.31 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) | $ 19.77 | 7.13 |
| IRONWORKER, REINFORCING | $ 12.27 ** | 0.00 |
| IRONWORKER, STRUCTURAL | $ 22.16 | 5.26 |
| LABORER: Common or General | $ 11.80 ** | 0.00 |
| LABORER: Mason Tender - Brick | $ 11.38 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete | $ 10.58 ** | 0.00 |
| LABORER: Pipelayer | $ 12.49 ** | 2.13 |
| LABORER: Roof Tearoff | $ 11.28 ** | 0.00 |
| OPERATOR: | | |

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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 National Office because National Office has 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 DECISIO"

Notes
All fence fabric to be 9 gauge
All fencing to be black vinyl coated




**Reyes-Mashburn-Nelms**
**Fence Plan**

# City Council Meeting

**Item Number:** 7

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** **RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 04 PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A COST OF $1,518,091.00; APPROVING $151,809.10 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)**

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**Purpose:**

Resolution awarding a contract for the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 Project to Reece Albert, Inc. of San Angelo, Texas for the Engineering Services Department for the amount of $1,518,091.00; approving $151,809.10 for contingencies; approving $50,000.00 for project related expenses; and transferring and appropriating funds; and authorizing payment.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**
$336,000 is available in the 2021-2022 CDBG Block Grant and $1,383,900.10 is available in the Road Bond Fund and will be appropriated to a project for said purpose.

**Discussion:**

The City Manager approved plans and specifications and authorized advertisement for bids for the City of Midland Alleys, Paving, Sidewalks & Streets (COMPASS) 04 Project. The bid request was sent to fifty-nine (59) companies. We received three (3) bids. Staff recommends awarding a contract to Reece Albert, Inc. The project timeline is projected at 120 days. Please see the

attached memo from Jose Ortiz, Director of Engineering Services, for more information.

Therefore, please consider a resolution awarding a contract to Reece Albert, Inc. of San Angelo, Texas for the City of Midland Alleys, Paving, Sidewalks & Streets (COMPASS) 04 Project for a cost of $1,518,091.00; approving $151,809.10 for contingencies; approving $50,000.00 for project related expenses; and transferring and appropriating funds; and authorizing payment.

Tina Gaug

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 04 PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A COST OF $1,518,091.00; APPROVING $151,809.10 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT**

**WHEREAS**, the City Manager approved the plans and specifications and advertised for competitive bids for the City of Midland Paving, Alleys, Streets and Sidewalks 04 Project (the "Project"); and

**WHEREAS,** Bid No. 23002565 was opened on February 22, 2023, with the lowest responsible bidder being Reece Albert, Inc. of San Angelo, Texas ("Contractor"), having submitted a bid of $1,518,091.00 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

**WHEREAS,** the cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $1,518,091.00; and

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

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

**SECTION ONE.** That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a cost of $1,518,091.00, 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 Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in

total, do not increase the original contract price by more than $151,809.10.

**SECTION THREE.** That the sum of $1,719,900.10 shall be appropriated to a project account for said Project as follows:

A. $336,000.00 from the 2021-2022 CDBG Block Grant; and

B. $1,383,900.10 from the Road Bond Fund.

The sum of $151,809.10 is approved for contract contingencies, and the sum of $50,000.00 is approved for Project-related expenses.

**SECTION FOUR.** That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,669,900.10 from funds available as described in Section Three hereof upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

## PU22-02 City of Midland Paving, Alley, Streets & Sidewalks (COMPASS) 04

City of Midland - Engineering Services; February 22, 2023

| BID TAB | | | | | Reece Albert, Inc. | | Permian Paving | | Onyx Contractors, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|
| Bid Item | Pay Note | Description | Quantity | Units | Unit Price | Actual Bid Total | Unit Price | Actual Bid Total | Unit Price | Actual Bid Total |
| 1 | M1 | Mobilization | 1 | LS | $339,775.97 | $339,775.97 | $100,000.00 | $100,000.00 | $65,000.00 | $65,000.00 |
| 2 | M2 | Relocate Mailbox Foundation | 1 | EA | $1,395.00 | $1,395.00 | $25,000.00 | $25,000.00 | $4,000.00 | $4,000.00 |
| 3 | M3 | Erosion/Sediment Control | 1 | LS | $58,850.00 | $58,850.00 | $75,000.00 | $75,000.00 | $10,000.00 | $10,000.00 |
| 4 | M4 | Traffic Control | 1 | LS | $14,890.00 | $14,890.00 | $75,000.00 | $75,000.00 | $40,000.00 | $40,000.00 |
| 5 | M5 | Job Site Safety | 1 | LS | $21,735.00 | $21,735.00 | $70,000.00 | $70,000.00 | $6,250.00 | $6,250.00 |
| 6 | M6 | Material Mark-up | - | % | 15% | #VALUE! | 25% | #VALUE! | 25% | #VALUE! |
| 7 | M7 | Labor Mark-up (Regular Work Hours) | - | % | 15% | #VALUE! | 25% | #VALUE! | 25% | #VALUE! |
| 8 | M8 | Equipment Rental Mark-Up (Non-Standard Equipment Only) | - | % | 15% | #VALUE! | 25% | #VALUE! | 25% | #VALUE! |
| | | | | | **Subtotal** | **$436,645.97** | **Subtotal** | **$345,000.00** | **Subtotal** | **$125,250.00** |
| 1 | D1 | Preparation of Right-of-Way | 2 | ACRE | $25,000.00 | $50,000.00 | $45,000.00 | $90,000.00 | $50,000.00 | $100,000.00 |
| 2 | D2 | Removal & Disposal of Existing Water Main | 144 | LF | $56.10 | $8,078.40 | $500.00 | $72,000.00 | $75.00 | $10,800.00 |
| 3 | D3 | Flowable Fill for Existing Pipes Abandoned In Place | 11.3 | CY | $418.00 | $4,723.40 | $200.00 | $2,260.00 | $312.50 | $3,531.25 |
| 4 | D4 | Removal & Dispose of Existing Asphalt | 5596 | SY | $4.75 | $26,581.00 | $11.25 | $62,955.00 | $10.00 | $55,960.00 |
| 5 | D5 | Removal & Dispose of Existing Unclassified Concrete Pavement | 553 | SY | $31.05 | $17,170.65 | $12.15 | $6,718.95 | $50.00 | $27,650.00 |
| 6 | D6 | Removal & Dispose of Existing Unclassified Gravel / Caliche | 138 | SY | $6.80 | $938.40 | $15.00 | $2,070.00 | $15.00 | $2,070.00 |
| 7 | D7 | Removal & Dispose of Existing Concrete Curb & Gutter | 227 | LF | $7.65 | $1,736.55 | $15.00 | $3,405.00 | $20.00 | $4,540.00 |
| 8 | D8 | Removal & Disposal of Existing Fence | 164 | LF | $18.45 | $3,025.80 | $100.00 | $16,400.00 | $40.50 | $6,642.00 |
| | | | | | **Subtotal** | **$112,254.20** | **Subtotal** | **$255,808.95** | **Subtotal** | **$211,193.25** |
| 1 | W1 | 6" AWWA C-900 DR18, PVC, Water Main | 90 | LF | $159.50 | $14,355.00 | $166.75 | $15,007.50 | $87.50 | $7,875.00 |
| 2 | W1 | 8" AWWA C-900 DR18, PVC, Water Main | 1228 | LF | $170.50 | $209,374.00 | $178.25 | $218,891.00 | $125.00 | $153,500.00 |
| 3 | W1 | 12" AWWA C-900 DR18, PVC, Water Main | 188 | LF | $214.50 | $40,326.00 | $224.25 | $42,159.00 | $250.00 | $47,000.00 |
| 4 | W2 | 6" Gate Valve & Box (MJxMJ/FL) | 4 | EA | $2,200.00 | $8,800.00 | $2,300.00 | $9,200.00 | $3,750.00 | $15,000.00 |
| 5 | W2 | 8" Gate Valve & Box (MJxMJ/FL) | 8 | EA | $3,080.00 | $24,640.00 | $3,220.00 | $25,760.00 | $4,625.00 | $37,000.00 |
| 6 | W2 | 12" Gate Valve & Box (MJxMJ/FL) | 2 | EA | $5,610.00 | $11,220.00 | $5,865.00 | $11,730.00 | $8,125.00 | $16,250.00 |
| 7 | W3 | Fire Hydrant Assembly & Riser | 3 | EA | $7,920.00 | $23,760.00 | $8,280.00 | $24,840.00 | $6,875.00 | $20,625.00 |
| 8 | W4 | 6" Dresser Coupling | 1 | EA | $2,310.00 | $2,310.00 | $2,415.00 | $2,415.00 | $1,250.00 | $1,250.00 |
| 9 | W4 | 12" Dresser Coupling | 2 | EA | $3,454.74 | $6,909.48 | $2,932.50 | $5,865.00 | $3,125.00 | $6,250.00 |
| 10 | W5 | 8" Dresser Coupling with 6" Reducer | 4 | EA | $2,640.00 | $10,560.00 | $2,760.00 | $11,040.00 | $1,875.00 | $7,500.00 |
| 11 | W6 | Ductile Iron Fittings | 15 | EA | $1,485.00 | $22,275.00 | $1,552.50 | $23,287.50 | $1,875.00 | $28,125.00 |
| 12 | W7 | 1" Water Service Lateral, Connection & Water Meter | 6 | EA | $3,410.00 | $20,460.00 | $3,565.00 | $21,390.00 | $4,375.00 | $26,250.00 |
| 13 | W8 | Open Trenching of Water Main | 1506 | LF | $13.20 | $19,879.20 | $30.39 | $45,767.34 | $50.00 | $75,300.00 |
| | | | | | **Subtotal** | **$414,868.68** | **Subtotal** | **$457,352.34** | **Subtotal** | **$441,925.00** |
| 1 | P1 | Subgrade Preparation (Depth ≤ 8") | 7281 | SY | $4.25 | $30,944.25 | $9.00 | $65,529.00 | $8.00 | $58,248.00 |
| 2 | P2 | 6" Jointed Conrete Pavement | 80 | SY | $145.70 | $11,656.00 | $125.00 | $10,000.00 | $112.00 | $8,960.00 |
| 3 | P3 | 2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS/SY @2" Thick) | 692 | TON | $216.35 | $149,714.20 | $200.00 | $138,400.00 | $385.00 | $266,420.00 |
| 4 | P5 | 6" Flexible Base (Type A, Grade 4) | 112 | SY | $14.95 | $1,674.40 | $15.50 | $1,736.00 | $28.00 | $3,136.00 |
| 5 | P5 | 8" Flexible Base (Type A, Grade 4) | 6289 | SY | $13.25 | $83,329.25 | $15.50 | $97,479.50 | $30.00 | $188,670.00 |
| 6 | P6 | Bituminous Prime Coat (MC-30, 0.20 Gal / SY) | 1258 | GAL | $13.40 | $16,857.20 | $12.50 | $15,725.00 | $15.00 | $18,870.00 |
| 7 | P7 | Tack Coat (MC-30, 0.10 Gal / SY) | 629 | GAL | $2.35 | $1,478.15 | $12.50 | $7,862.50 | $15.00 | $9,435.00 |
| 8 | P8 | 6" Concrete Fillet | 200 | SY | $114.40 | $22,880.00 | $125.00 | $25,000.00 | $112.00 | $22,400.00 |
| 9 | P9 | 6" Concrete Valley Gutter | 336 | SY | $110.70 | $37,195.20 | $125.00 | $42,000.00 | $112.00 | $37,632.00 |
| 10 | P10 | 6" Standard Concrete Alley Approach | 32 | SY | $124.90 | $3,996.80 | $125.00 | $4,000.00 | $112.00 | $3,584.00 |
| 11 | P11 | 6" Residential Concrete Driveway Approach | 35 | SY | $118.60 | $4,151.00 | $125.00 | $4,375.00 | $112.00 | $3,920.00 |
| 12 | P12 | Type A Concrete Curb & Gutter | 2851 | LF | $31.70 | $90,376.70 | $35.00 | $99,785.00 | $31.00 | $88,381.00 |
| 13 | P12 | Type D Concrete Curb & Gutter | 678 | LF | $31.80 | $21,560.40 | $35.00 | $23,730.00 | $31.00 | $21,018.00 |
| 14 | P13 | Transition to Laydown Curb | 232 | LF | $32.30 | $7,493.60 | $35.00 | $8,120.00 | $31.00 | $7,192.00 |
| 15 | P14 | Type 4 Concrete Diagonal Curb Ramp | 40 | SY | $223.00 | $8,920.00 | $125.00 | $5,000.00 | $400.00 | $16,000.00 |
| 16 | P15 | 4" Concrete Sidewalk | 355 | SY | $110.00 | $39,050.00 | $125.00 | $44,375.00 | $108.00 | $38,340.00 |
| 17 | P16 | Manhole Ring & Cover Adjustment | 5 | EA | $2,210.00 | $11,050.00 | $900.00 | $4,500.00 | $5,000.00 | $25,000.00 |
| 18 | P16 | Water Valve Box Ring & Cover Adjustment | 9 | EA | $1,085.00 | $9,765.00 | $900.00 | $8,100.00 | $625.00 | $5,625.00 |
| 19 | P17 | Meter Box Adjustment | 2 | EA | $1,115.00 | $2,230.00 | $900.00 | $1,800.00 | $625.00 | $1,250.00 |
| | | | | | **Subtotal** | **$554,322.15** | **Subtotal** | **$607,517.00** | **Subtotal** | **$824,081.00** |
| | | | | | **Base Bid Total =** | **$1,518,091.00** | **Base Bid Total =** | **$1,665,678.29** | **Base Bid Total =** | **$1,602,449.25** |



S:\Purch PDF\0ProcFldr\FY2023\23002565 PU22-02 COMPASS 04\23002565 PU22-02 COMPASS 04 Bid Tab

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez; City of Midland, Purchasing Manager

**FROM:** Jose E. Ortiz, P.E.; City of Midland, Director – Engineering Services

**SUBJECT:** City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 ♦ Engr. Project No. PU22-02 ♦ Bid Tabulation ♦ Funding #_____

**DATE:** March 28, 2023

Erika,

Engineering staff has reviewed the bid tabulation for the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 project. Reece Albert, Inc. of San Angelo, Texas, is the apparent successful low bidder. Staff recommends awarding the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 project to Reece Albert, Inc.

Reece Albert, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

To cover the base bid amount, a 10% contingency to cover additional changes that may occur during construction, and an additional fee to facilitate the contract (i.e. TDLR inspections, project administration, material testing services, etc.), the total amount made available for the project would be **$1,719,900.10**.

The agreement specifies a construction period of 120 calendar days beginning within 15 calendar days of a written notice to proceed for construction.

Jose E. Ortiz, P.E.
Director – Engineering Services

Cc: Bobby Wojciechowski
Madison Brasuell
Regina Stephenson

# PU22-02 City of Midland Paving, Alley, Streets & Sidewalks (COMPASS) 04

City of Midland - Engineering Services; February 22, 2023

| BID TAB | | | | | Reece Albert, Inc. | | Permian Paving | | Onyx Contractors, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|
| Bid Item | Pay Note | Description | Quantity | Units | Unit Price | Actual Bid Total | Unit Price | Actual Bid Total | Unit Price | Actual Bid Total |
| 1 | M1 | Mobilization | 1 | LS | $339,775.97 | $339,775.97 | $100,000.00 | $100,000.00 | $65,000.00 | $65,000.00 |
| 2 | M2 | Relocate Mailbox Foundation | 1 | EA | $1,395.00 | $1,395.00 | $25,000.00 | $25,000.00 | $4,000.00 | $4,000.00 |
| 3 | M3 | Erosion/Sediment Control | 1 | LS | $58,850.00 | $58,850.00 | $75,000.00 | $75,000.00 | $10,000.00 | $10,000.00 |
| 4 | M4 | Traffic Control | 1 | LS | $14,890.00 | $14,890.00 | $75,000.00 | $75,000.00 | $40,000.00 | $40,000.00 |
| 5 | M5 | Job Site Safety | 1 | LS | $21,735.00 | $21,735.00 | $70,000.00 | $70,000.00 | $6,250.00 | $6,250.00 |
| 6 | M6 | Material Mark-up | - | % | 15% | #VALUE! | 25% | #VALUE! | 25% | #VALUE! |
| 7 | M7 | Labor Mark-up (Regular Work Hours) | - | % | 15% | #VALUE! | 25% | #VALUE! | 25% | #VALUE! |
| 8 | M8 | Equipment Rental Mark-Up (Non-Standard Equipment Only) | - | % | 15% | #VALUE! | 25% | #VALUE! | 25% | #VALUE! |
| | | | | | **Subtotal** | **$436,645.97** | **Subtotal** | **$345,000.00** | **Subtotal** | **$125,250.00** |
| 1 | D1 | Preparation of Right-of-Way | 2 | ACRE | $25,000.00 | $50,000.00 | $45,000.00 | $90,000.00 | $50,000.00 | $100,000.00 |
| 2 | D2 | Removal & Disposal of Existing Water Main | 144 | LF | $56.10 | $8,078.40 | $500.00 | $72,000.00 | $75.00 | $10,800.00 |
| 3 | D3 | Flowable Fill for Existing Pipes Abandoned In Place | 11.3 | CY | $418.00 | $4,723.40 | $200.00 | $2,260.00 | $312.50 | $3,531.25 |
| 4 | D4 | Removal & Dispose of Existing Asphalt | 5596 | SY | $4.75 | $26,581.00 | $11.25 | $62,955.00 | $10.00 | $55,960.00 |
| 5 | D5 | Removal & Dispose of Existing Unclassified Concrete Pavement | 553 | SY | $31.05 | $17,170.65 | $12.15 | $6,718.95 | $50.00 | $27,650.00 |
| 6 | D6 | Removal & Dispose of Existing Unclassified Gravel / Caliche | 138 | SY | $6.80 | $938.40 | $15.00 | $2,070.00 | $15.00 | $2,070.00 |
| 7 | D7 | Removal & Dispose of Existing Concrete Curb & Gutter | 227 | LF | $7.65 | $1,736.55 | $15.00 | $3,405.00 | $20.00 | $4,540.00 |
| 8 | D8 | Removal & Disposal of Existing Fence | 164 | LF | $18.45 | $3,025.80 | $100.00 | $16,400.00 | $40.50 | $6,642.00 |
| | | | | | **Subtotal** | **$112,254.20** | **Subtotal** | **$255,808.95** | **Subtotal** | **$211,193.25** |
| 1 | W1 | 6" AWWA C-900 DR18, PVC, Water Main | 90 | LF | $159.50 | $14,355.00 | $166.75 | $15,007.50 | $87.50 | $7,875.00 |
| 2 | W1 | 8" AWWA C-900 DR18, PVC, Water Main | 1228 | LF | $170.50 | $209,374.00 | $178.25 | $218,891.00 | $125.00 | $153,500.00 |
| 3 | W1 | 12" AWWA C-900 DR18, PVC, Water Main | 188 | LF | $214.50 | $40,326.00 | $224.25 | $42,159.00 | $250.00 | $47,000.00 |
| 4 | W2 | 6" Gate Valve & Box (MJxMJ/FL) | 4 | EA | $2,200.00 | $8,800.00 | $2,300.00 | $9,200.00 | $3,750.00 | $15,000.00 |
| 5 | W2 | 8" Gate Valve & Box (MJxMJ/FL) | 8 | EA | $3,080.00 | $24,640.00 | $3,220.00 | $25,760.00 | $4,625.00 | $37,000.00 |
| 6 | W2 | 12" Gate Valve & Box (MJxMJ/FL) | 2 | EA | $5,610.00 | $11,220.00 | $5,865.00 | $11,730.00 | $8,125.00 | $16,250.00 |
| 7 | W3 | Fire Hydrant Assembly & Riser | 3 | EA | $7,920.00 | $23,760.00 | $8,280.00 | $24,840.00 | $6,875.00 | $20,625.00 |
| 8 | W4 | 6" Dresser Coupling | 1 | EA | $2,310.00 | $2,310.00 | $2,415.00 | $2,415.00 | $1,250.00 | $1,250.00 |
| 9 | W4 | 12" Dresser Coupling | 2 | EA | $3,454.74 | $6,909.48 | $2,932.50 | $5,865.00 | $3,125.00 | $6,250.00 |
| 10 | W5 | 8" Dresser Coupling with 6" Reducer | 4 | EA | $2,640.00 | $10,560.00 | $2,760.00 | $11,040.00 | $1,875.00 | $7,500.00 |
| 11 | W6 | Ductile Iron Fittings | 15 | EA | $1,485.00 | $22,275.00 | $1,552.50 | $23,287.50 | $1,875.00 | $28,125.00 |
| 12 | W7 | 1" Water Service Lateral, Connection & Water Meter | 6 | EA | $3,410.00 | $20,460.00 | $3,565.00 | $21,390.00 | $4,375.00 | $26,250.00 |
| 13 | W8 | Open Trenching of Water Main | 1506 | LF | $13.20 | $19,879.20 | $30.39 | $45,767.34 | $50.00 | $75,300.00 |
| | | | | | **Subtotal** | **$414,868.68** | **Subtotal** | **$457,352.34** | **Subtotal** | **$441,925.00** |
| 1 | P1 | Subgrade Preparation (Depth ≤ 8") | 7281 | SY | $4.25 | $30,944.25 | $9.00 | $65,529.00 | $8.00 | $58,248.00 |
| 2 | P2 | 6" Jointed Conrete Pavement | 80 | SY | $145.70 | $11,656.00 | $125.00 | $10,000.00 | $112.00 | $8,960.00 |
| 3 | P3 | 2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS/SY @2" Thick) | 692 | TON | $216.35 | $149,714.20 | $200.00 | $138,400.00 | $385.00 | $266,420.00 |
| 4 | P5 | 6" Flexible Base (Type A, Grade 4) | 112 | SY | $14.95 | $1,674.40 | $15.50 | $1,736.00 | $28.00 | $3,136.00 |
| 5 | P5 | 8" Flexible Base (Type A, Grade 4) | 6289 | SY | $13.25 | $83,329.25 | $15.50 | $97,479.50 | $30.00 | $188,670.00 |
| 6 | P6 | Bituminous Prime Coat (MC-30, 0.20 Gal / SY) | 1258 | GAL | $13.40 | $16,857.20 | $12.50 | $15,725.00 | $15.00 | $18,870.00 |
| 7 | P7 | Tack Coat (MC-30, 0.10 Gal / SY) | 629 | GAL | $2.35 | $1,478.15 | $12.50 | $7,862.50 | $15.00 | $9,435.00 |
| 8 | P8 | 6" Concrete Fillet | 200 | SY | $114.40 | $22,880.00 | $125.00 | $25,000.00 | $112.00 | $22,400.00 |
| 9 | P9 | 6" Concrete Valley Gutter | 336 | SY | $110.70 | $37,195.20 | $125.00 | $42,000.00 | $112.00 | $37,632.00 |
| 10 | P10 | 6" Standard Concrete Alley Approach | 32 | SY | $124.90 | $3,996.80 | $125.00 | $4,000.00 | $112.00 | $3,584.00 |
| 11 | P11 | 6" Residential Concrete Driveway Approach | 35 | SY | $118.60 | $4,151.00 | $125.00 | $4,375.00 | $112.00 | $3,920.00 |
| 12 | P12 | Type A Concrete Curb & Gutter | 2851 | LF | $31.70 | $90,376.70 | $35.00 | $99,785.00 | $31.00 | $88,381.00 |
| 13 | P12 | Type D Concrete Curb & Gutter | 678 | LF | $31.80 | $21,560.40 | $35.00 | $23,730.00 | $31.00 | $21,018.00 |
| 14 | P13 | Transition to Laydown Curb | 232 | LF | $32.30 | $7,493.60 | $35.00 | $8,120.00 | $31.00 | $7,192.00 |
| 15 | P14 | Type 4 Concrete Diagonal Curb Ramp | 40 | SY | $223.00 | $8,920.00 | $125.00 | $5,000.00 | $400.00 | $16,000.00 |
| 16 | P15 | 4" Concrete Sidewalk | 355 | SY | $110.00 | $39,050.00 | $125.00 | $44,375.00 | $108.00 | $38,340.00 |
| 17 | P16 | Manhole Ring & Cover Adjustment | 5 | EA | $2,210.00 | $11,050.00 | $900.00 | $4,500.00 | $5,000.00 | $25,000.00 |
| 18 | P16 | Water Valve Box Ring & Cover Adjustment | 9 | EA | $1,085.00 | $9,765.00 | $900.00 | $8,100.00 | $625.00 | $5,625.00 |
| 19 | P17 | Meter Box Adjustment | 2 | EA | $1,115.00 | $2,230.00 | $900.00 | $1,800.00 | $625.00 | $1,250.00 |
| | | | | | **Subtotal** | **$554,322.15** | **Subtotal** | **$607,517.00** | **Subtotal** | **$824,081.00** |
| | | | | | **Base Bid Total =** | **$1,518,091.00** | **Base Bid Total =** | **$1,665,678.29** | **Base Bid Total =** | **$1,602,449.25** |

# SPECIFICATIONS

**Project Name:** City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04

**Project Number:** PU22-02

## MAYOR

Lori Blong

## COUNCIL MEMBERS

| | | | |
|---|---|---|---|
| District 1 | Scott Dufford | District 3 | Jack Ladd |
| District 2 | John Norman | District 4 | Amy Stretcher Burkes |
| At-Large | Dan Corrales | At Large | Robin Poole |

## CITY ENGINEER

Jose E. Ortiz, P.E.




Prepared by City of Midland, Texas
Engineering Services Division

February 2023

# NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 22nd day of February 2023, and publicly opened and read aloud at that time.

**Delivery of Submittals**

Bid packets must be received in the City Secretary's Office no later than February 22, 2023 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for City of Midland Paving, Alleys, Streets and Sidewalks (COMPASS) 04 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, February 15th, 2023 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person.

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

**bwojciechowski@midlandtexas.gov**

**The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, February 17, 2023. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.**

Bids will be received on a unit price basis.

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

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

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

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

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

## WAIVER OF ATTORNEY FEES

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

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

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

## WAIVER

## BIDDER’S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised February 2023

# INSTRUCTION AND INFORMATION FOR BIDDERS

## 1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated February 2, 2023 and numbered from C100 (1) through C653 (40) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

## 2. TIME AND PLACE OF RECEIVING BIDS

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

## 3. PREPARATION OF BID FORM

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

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

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

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

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

## 4. EXAMINATION OF SITE, DRAWINGS, ETC

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

## 5. WITHDRAWAL OF BIDS

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

## 6. AGREEMENT AND BONDS

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

## 7. INTERPRETATION OF PLANS AND DOCUMENTS

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

## 8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

## 9. AWARD OF CONTRACT

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

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

## 10. OPENING OF BIDS

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

## 11. COMPARISON OF BIDS

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

## 12. BID GUARANTY

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

## 13. CONTRACT DOCUMENTS

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

## 14. TIME ELEMENT

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

## 15. PAYMENTS

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

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

Revised February 2023

## NOTICE TO BIDDERS

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

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

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

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

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

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

# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

Reece Albert, Inc

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

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

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature of vendor doing business with the governmental entity

2/22/2023

Date

REECALB-01 BKNEPPER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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|---|---|
| PRODUCER<br>American Global LLC<br>25700 I-45 North<br>Suite 140<br>Spring, TX 77386 | CONTACT NAME: Blake Knepper<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: blake.knepper@americanglobal.com |
| INSURED<br>Reece Albert, Inc.; CSA Materials, Inc.; Arroyo Angelo, Inc.<br>P O Box 62030<br>San Angelo, TX 76906 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Phoenix Insurance Company — 25623<br>INSURER B : Great American Insurance Co. — 16691<br>INSURER C : Texas Mutual Insurance Company — 22945<br>INSURER D : Allied World National Assurance Company — 10690<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR | X | X | DT-CO-5469B771-PHX-22 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | X OTHER: PD Deductible $5,000 | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY<br>X Prop Damage $2,000 [X] Symb8 $1k Symb11 $5k | X | X | 810-4D550799-22-26 | 9/1/2022 | 9/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | X | X | TUE 2-66-70-18-04 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | Prod. Completed | $ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 0002051358 | 9/1/2022 | 9/1/2023 | X PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Excess Liab $4Mx$5M | | | 0313-5192 | 9/1/2022 | 9/1/2023 | Each Occ/Aggregate | 4,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Midland - COMPASS 04
Additional Insured and Waiver of Subrogation apply to the General Liability, Auto Liability, Umbrella policies per the attached endorsements. Waiver of Subrogation applies to the Workers Compensation policy per the attached endorsement if permissable by law. A notice of cancellation applies per the attached endorsement(s)

**CERTIFICATE HOLDER**

City of Midland
Attn: Purchasing Department
300 N. Loraine Street
Midland, TX 79701

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

American Global LLC

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

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

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

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

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

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

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

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

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(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

# TECHNICAL SPECIFICATIONS

FOR: City of Midland Paving, Alleys, Street, & Sidewalks (COMPASS) 04

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

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

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

# GENERAL CONDITIONS AND PROVISIONS

## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. CONFLICT OF PROVISIONS

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

## 3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

## 4. TIME ELEMENT

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

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

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

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

## 5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

## 7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors

employed by him, for labor, wages, materials and other purposes, in the furtherance of this project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

## 8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

## 9. ASSIGNMENT OF CONTRACT

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

## 10. SUBCONTRACTORS

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

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

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

## 11. SUSPENSION OF WORK

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

## 12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

## 13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

## 14. INCIDENTAL WORK

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

## 15. PERMITS – COMPLIANCE WITH LAW

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

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

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

## 16. INSPECTION BY OWNER

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

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

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

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

## 17. PATENTS

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

## 18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

## 19.NOTICE AND SERVICE THEREOF

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

## 20.QUALITY OF MATERIALS AND WORKMANSHIP

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

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

## 21.SPECIAL METHODS

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

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

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

## 23.COVERING WORK

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

## 24.UNFAVORABLE WEATHER

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

## 25.ALL WORK SUBJECT TO FINAL INSPECTION

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

## 26.PUBLIC CONVENIENCE

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

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

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

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

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

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent

landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

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

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

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

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

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

## 27.**TRAFFIC CONTROL**

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

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

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

turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

## 28.PROTECTION OF NEW WORK

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

## 29.MONUMENTS OR STAKES

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

## 30.USE OF COMPLETED PORTIONS

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

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

## 31.USE OF PREMISES

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

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

## 32.SAFETY RESTRICTIONS

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

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

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

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

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

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

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

## 33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

## 34.**INDEMNIFICATION**

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

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

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

## 35.**RELEASE**

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

## 36.**INDEPENDENT CONTRACTOR**

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

which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

## 37.QUALIFICATIONS FOR EMPLOYMENT

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

## 38.PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

## 39.POSTING WAGE RATES

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

## 40.PAYMENT OF EMPLOYEES

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

## 41.WAGE UNDERPAYMENT AND ADJUSTMENTS

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

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

## 42.**COMPUTATION OF WAGES ON 8 – HOUR DAY**

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

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

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

## 43.**OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS**

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

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

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

## 44.**CONTRACT SECURITY**

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

## 45.**DELAYS**

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

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL

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

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

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

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

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

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

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

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

**CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF**

**ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

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

## 46.ERRORS AND OMISSIONS

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

## 47.SPECIFICATIONS AND DRAWINGS

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

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

## 48.CONSTRUCTION STAKING

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

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

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

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

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

## 49.SANITATION

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

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

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

## 50.WATER FOR CONSTRUCTION

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

## 51.SEQUENCE AND SPEED OF WORK

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

## 52.INSPECTION AND TESTING OF MATERIAL

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

before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

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

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

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

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

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

## 53.**CONSTRUCTION SCHEDULE**

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

## 54.**PROFILES AND ELEVATIONS**

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

## 55.**CLEANUP**

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

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

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

## 56.**GUARANTEE**

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

## 57.**WAIVER OF ATTORNEY FEES:**

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

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

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

## 58.**GOVERNING LAW AND VENUE**

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

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

## 59.SOVEREIGN IMMUNITY

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

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

## 60.NO THIRD – PARTY BENEFICIARY

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

## 61.NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

## 62.ASSIGNMENT

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

## 63.**FEDERAL WAGE REQUIREMENTS**

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

## 64.**PROMPT PAY ACT**

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

## 65.**OTHER FEDERAL REQUIREMENTS**

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

Updated July 2021

# SPECIAL PROVISIONS

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

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

## 1. PROJECT FUNDING

If awarded the contract, City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 – Baird Street Portion, is being paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

## 2. SCOPE OF WORK:

Included in this Project will be City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, and installation of existing and proposed paving, sidewalk, and structure infrastructure and appurtenances including all necessary mobilization, pavement removal, excavation, embankment, backfill, compaction, formwork, pavement placement, sidewalk placement, removal, abandonment, replacement, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, structure placement, vegetation and stabilization, as well as erosion control, traffic control, stabilization, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

## 3. ORDER OF PRECEDENCE:

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

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

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

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

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

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

## 4. EXAMINATION OF SITE:

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

## 5. PAYMENT:

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

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

## 6. SAFETY REQUIREMENTS:

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

## 7. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

## 8. TRAFFIC CONTROL:

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

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.

6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

## 9. DETOURS:

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

## 10. PROPERTY AND RIGHT-OF-WAY ACCESS:

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

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

## 11. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

## 12. CONSTRUCTION SCHEDULE:

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

## 13. CONSTRUCTION STAKING:

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

## 14. SURVEY:

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

## 15. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

## 16. EROSION CONTROL:

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

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

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

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

## 17. WASTE MATERIAL:

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

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

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

## 18. TESTING:

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

Required testing includes:

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

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

## 19. COMPLIANCE:

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

## 20. PERSONNEL:

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

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

## 21. INTENT OF THE PROPOSAL:

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

## 22. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __120__ calendar days total starting from the Notice to Proceed date.

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

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

## 23. WARRANTY PERIOD:

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

## 24. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

Form Revised February 2023

# PROPOSAL

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

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

**Project Name: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04**

**Project Number: PU22-02**

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 1 LS | Mobilization, furnished, installed, complete and in place, for the sum of: Three hundred thirty nine thousand seven hundred seventy five dollars and ninety seven cents per lump sum. (Pay Note M1) | $ 339,775.97 | $ 339,775.97 |
| 2) | 1 EA | Relocate Mailbox Foundation, furnished, installed, complete and in place, for the sum of: One thousand three hundred ninety five dollars and No cents per each. (Pay Note M2) | $ 1,395.00 | $ 1,395.00 |
| 3) | 1 LS | Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Fifty eight thousand eight hundred fifty dollars and No cents per lump sum. (Pay Note M3) | $ 58,850.00 | $ 58,850.00 |
| 4) | 1 LS | Traffic Control, furnished, installed, complete and in place, for the sum of: Fourteen thousand eight hundred ninety dollars and No cents per lump sum. (Pay Note M4) | $ 14,890.00 | $ 14,890.00 |
| 5) | 1 LS | Job Site Safety, furnished, installed, complete and in place, for the sum of: Twenty one thousand seven hundred thirty five dollars and No cents per lump sum. (Pay Note M5) | $ 21,735.00 | $ 21,735.00 |

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 6) | N/A | Material Mark-up, complete and in place, for the sum of: Fifteen percent. (Pay Note M6) | % 15 | $ N/A |
| 7) | N/A | Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: Fifteen percent. (Pay Note M7) | % 15 | $ N/A |
| 8) | N/A | Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: Fifteen percent. (Pay Note M8) | % 15 | $ N/A |
| **Total Miscellaneous Items 1-8** | | $ 436,645.97 | | |

| Base Bid: Demolition Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 2 AC | Preparation of Right-of-Way, complete and in place, for the sum of: Twenty five thousand dollars and No cents per acre. (Pay Note D1) | $ 25,000.00 | $ 50,000.00 |
| 2) | 144 LF | Removal & Disposal of Existing Water Main, complete and in place, for the sum of: Fifty six dollars and ten cents per linear foot. (Pay Note D2) | $ 56.10 | $ 8,078.40 |
| 3) | 11.3 CY | Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: Four hundred eighteen dollars and No cents per cubic yard. (Pay Note D3) | $ 418.00 | $ 4,723.40 |
| 4) | 5,596 SY | Removal & Dispose of Existing Asphalt, complete and in place, for the sum of: Four dollars and seventy five cents per square yard. (Pay Note D4) | $ 4.75 | $ 26,581.00 |
| 5) | 553 SY | Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: Thirty one dollars and five cents per square yard. (Pay Note D5) | $ 31.05 | $ 17,170.65 |
| 6) | 138 SY | Removal & Dispose of Existing Unclassified Gravel / Caliche, complete and in place, for the sum of: Six dollars and eighty cents per square yard. (Pay Note D6) | $ 6.80 | $ 938.40 |
| 7) | 227 LF | Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Seven dollars and sixty five cents per linear foot. (Pay Note D7) | $ 7.65 | $ 1,736.55 |

| Base Bid: Demolition Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | 164 LF | Removal & Disposal of Existing Fence, complete and in place, for the sum of: Eighteen dollars and forty five cents per linear foot. (Pay Note D8) | $ 18.45 | $ 3,025.80 |
| **Total Demolition Items 1-8** | | $ 112,254.20 | | |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 90 LF | 6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One hundred fifty nine dollars and Fifty cents per linear foot. (Pay Note W1) | $ 159.50 | $ 14,355.00 |
| 2) | 1,228 LF | 8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One hundred seventy dollars and fifty cents per linear foot. (Pay Note W1) | $ 170.50 | $ 209,374.00 |
| 3) | 188 LF | 12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Two hundred fourteen dollars and fifty cents per linear foot. (Pay Note W1) | $ 214.50 | $ 40,326.00 |
| 4) | 4 EA | 6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Two thousand two hundred dollars and No cents per each. (Pay Note W2) | $ 2,200.00 | $ 8,800.00 |
| 5) | 8 EA | 8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Three thousand eighty dollars and No cents per each. (Pay Note W2) | $ 3,080.00 | $ 24,640.00 |
| 6) | 2 EA | 12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Five thousand six hundred ten dollars and No cents per each. (Pay Note W2) | $ 5,610.00 | $ 11,220.00 |
| 7) | 3 EA | Fire Hydrant Assembly & Riser, furnished, installed, complete and in place, for the sum of: Seven thousand nine hundred twenty dollars and No cents per each. (Pay Note W3) | $ 7,920.00 | $ 23,760.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | 1 EA | 6" Dresser Coupling, furnished, installed, complete and in place, for the sum of: Two thousand three hundred ten dollars and No cents per each. (Pay Note W4) | $2,310.00 | $2,310.00 |
| 9) | 2 EA | 12" Dresser Coupling, furnished, installed, complete and in place, for the sum of: Three thousand four hundred fifty four dollars and seventy four cents per each. (Pay Note W4) | $3,454.74 | $6,909.48 |
| 10) | 4 EA | 8" Dresser Coupling with 6" Reducer, furnished, installed, complete and in place, for the sum of: Two thousand six hundred forty dollars and No cents per each. (Pay Note W5) | $2,640.00 | $10,560.00 |
| 11) | 15 EA | Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: One thousand four hundred eighty five dollars and No cents per each. (Pay Note W6) | $1,485.00 | $22,275.00 |
| 12) | 6 EA | 1" Water Service Lateral, Connection & Water Meter Installation, furnished, installed, complete and in place, for the sum of: Three thousand four hundred ten dollars and No cents per each. (Pay Note W7) | $3,410.00 | $20,460.00 |
| 13) | 1,506 LF | Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: Thirteen dollars and twenty cents per linear foot. (Pay Note W8) | $13.20 | $19,879.20 |
| **Total Water Items 1-13** | | $414,868.68 | | |

| Base Bid: Paving Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 7,281 SY | Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Four dollars and twenty five cents per square yard. (Pay Note P1) | $ 4.25 | $ 30,944.25 |
| 2) | 80 SY | 6" Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: One hundred forty five dollars and seventy cents per square yard. (Pay Note P2) | $ 145.70 | $ 11,656.00 |
| 3) | 692 TON | 2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick), furnished, installed, complete and in place, for the sum of: Two hundred sixteen dollars and thirty five cents per ton. (Pay Note P3) | $ 216.35 | $ 149,714.20 |
| 4) | 112 SY | 6" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Fourteen dollars and Ninety five cents per square yard. (Pay Note P4) | $ 14.95 | $ 1,674.40 |
| 5) | 6,289 SY | 8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Thirteen dollars and twenty five cents per square yard. (Pay Note P4) | $ 13.25 | $ 83,329.25 |
| 6) | 1,258 GAL | Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Thirteen dollars and forty cents per gallon. (Pay Note P5) | $ 13.40 | $ 16,857.20 |
| 7) | 629 GAL | Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Two dollars and thirty five cents per gallon. (Pay Note P6) | $ 2.35 | $ 1,478.15 |

| Base Bid: Paving Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | 200 SY | 6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: One hundred fourteen dollars and forty cents per square yard. (Pay Note P7) | $ 114.40 | $ 22,880.00 |
| 9) | 336 SY | 6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: One hundred ten dollars and seventy cents per square yard. (Pay Note P8) | $ 110.70 | $ 37,195.20 |
| 10) | 32 SY | 6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: One hundred twenty four dollars and Ninety cents per square yard. (Pay Note P9) | $ 124.90 | $ 3,996.80 |
| 11) | 35 SY | 6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: One hundred eighteen dollars and Sixty cents per square yard. (Pay Note P10) | $ 118.60 | $ 4,151.00 |
| 12) | 2,851 LF | Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Thirty one dollars and seventy cents per linear foot. (Pay Note P11) | $ 31.70 | $ 90,376.70 |
| 13) | 678 LF | Type D Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Thirty one dollars and eighty cents per linear foot. (Pay Note P11) | $ 31.80 | $ 21,560.40 |
| 14) | 232 LF | Transition to Lay Down Curb, furnished, installed, complete and in place, for the sum of: Thirty two dollars and thirty cents per linear foot. (Pay Note P12) | $ 32.30 | $ 7,493.60 |

| Base Bid: Paving Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 15) | 40 SY | Type 4 Concrete Diagonal Curb Ramp, furnished, installed, complete and in place, for the sum of: Two hundred twenty three dollars and No cents per square yard. (Pay Note P13) | $ 223.00 | $ 8,920.00 |
| 16) | 355 SY | 4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: One hundred ten dollars and No cents per square yard. (Pay Note P14) | $ 110.00 | $ 39,050.00 |
| 17) | 5 EA | Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: Two thousand two hundred ten dollars and No cents per each. (Pay Note P15) | $ 2,210.00 | $ 11,050.00 |
| 18) | 9 EA | Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One thousand eighty five dollars and no cents per each. (Pay Note P15) | $ 1,085.00 | $ 9,765.00 |
| 19) | 2 EA | Meter Box Adjustment, furnished, installed, complete and in place, for the sum of: One thousand one hundred fifteen dollars and No cents per each. (Pay Note P16) | $ 1,115.00 | $ 2,230.00 |
| **Total Paving Items 1-19** | | | $ 554,322.15 | |

| **Bid Price For:** | |
|---|---|
| 1. Miscellaneous Items | $ 436,645.97 |
| 2. Demolition Items | $ 112,254.20 |
| 3. Water Items | $ 414,868.68 |
| 4. Paving Items | $ 554,322.15 |
| **Total Price** | $ 1,518,091.00 |

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

One million five hundred eighteen thousand ninety one dollars

and No cents total.

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

Bidder agrees to substantially complete all work within 120 calendar days after receipt of notice to proceed.

**PUBLIC INFORMATION**

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

---------- Five percent of greatest amount Bid dollars

and No cents total. ($ 5% Of GAB )

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Reece Albert, Inc.
Name of Contractor

Mike Hester Estimator
Submitted By Print Name and Title

P.O. Box 3238
Mailing Address

Midland Texas 79702
City State Zip

# PAY NOTES

## City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04

| Bid Item | | Pay Quantity Note |
|---|---|---|
| *Miscellaneous Items* | | |
| 1 | Mobilization | M1 |
| 2 | Relocate Mailbox Foundation | M2 |
| 3 | Erosion/Sediment Control | M3 |
| 4 | Traffic Control | M4 |
| 5 | Job Site Safety | M5 |
| 6 | Material Mark-up | M6 |
| 7 | Labor Mark-up (Regular Work Hours) | M7 |
| 8 | Equipment Rental Mark-up (Non-Standard Equipment Only) | M8 |
| *Demolition Items* | | |
| 1 | Preparation of Right-of-Way | D1 |
| 2 | Removal & Disposal of Existing Water Main | D2 |
| 3 | Flowable Fill for Existing Pipes Abandoned In Place | D3 |
| 4 | Removal & Disposal of Existing Existing Asphalt | D4 |
| 5 | Removal & Disposal of Existing Unclassified Concrete Pavement | D5 |
| 6 | Removal & Disposal of Existing Unclassified Gravel / Caliche | D6 |
| 7 | Removal & Disposal of Existing Concrete Curb & Gutter | D7 |
| 8 | Removal & Disposal of Existing Unclassified Fence | D8 |
| *Water Items* | | |
| 1 | 6" AWWA C-900 DR18, PVC, Water Main | W1 |
| 2 | 8" AWWA C-900 DR18, PVC, Water Main | W1 |
| 3 | 12" AWWA C-900 DR18, PVC, Water Main | W1 |
| 4 | 6" Gate Valve & Box (MJxMJ/FL) | W2 |
| 5 | 8" Gate Valve & Box (MJxMJ/FL) | W2 |
| 6 | 12" Gate Valve & Box (MJxMJ/FL) | W2 |
| 7 | Fire Hydrant Assembly & Riser | W3 |
| 8 | 6" Dresser Coupling | W4 |
| 9 | 12" Dresser Coupling | W4 |
| 10 | 8" Dresser Coupling with 6" Reducer | W5 |
| 11 | Ductile Iron Fittings | W6 |
| 12 | 1" Water Service Lateral, Connection & Water Meter Installation | W7 |
| 13 | Open Trenching of Water Main | W8 |

*Paving Items*

| | | |
|---|---|---|
| 1 | Subgrade Preparation (Depth ≤ 8") | P1 |
| 2 | 6" Jointed Concrete Pavement | P2 |
| 3 | 2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick) | P3 |
| 4 | Transition Slab | P4 |
| 5 | 6" Flexible Base (Type A, Grade 4) | P5 |
| 6 | 8" Flexible Base (Type A, Grade 4) | P5 |
| 7 | Bituminous Prime Coat (MC-30, 0.20 Gal / SY) | P6 |
| 8 | Tack Coat (MC-30, 0.10 Gal / SY) | P7 |
| 9 | 6" Concrete Fillet | P8 |
| 10 | 6" Concrete Valley Gutter | P9 |
| 11 | 6" Concrete Alley Approach | P10 |
| 12 | 6" Residential Concrete Driveway Approach | P11 |
| 13 | Type A Concrete Curb & Gutter | P12 |
| 14 | Type D Concrete Lay Down Curb & Gutter | P12 |
| 15 | Transition to Lay Down Curb | P13 |
| 16 | Type 4 Concrete Diagonal Curb Ramp | P14 |
| 17 | 4" Concrete Sidewalk | P15 |
| 18 | Manhole Ring & Cover Adjustment | P16 |
| 19 | Water Valve Box Ring & Cover Adjustment | P16 |
| 20 | Meter Box Adjustment | P17 |

# PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for Mobilization per the construction drawings and TxDOT Standard Specifications Item 500 'Mobilization'. Mobilization shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M2 Includes the necessary equipment, labor, materials, and incidentals to Relocate Mailbox Foundation per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each existing mailbox foundation removed and new mailbox foundation set.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Erosion/Sediment Control per the construction drawings and TxDOT Standard Specifications Item 506 'Temporary Erosion, Sedimentation, and Environmental Controls'. Erosion/Sediment Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Traffic Control per the construction drawings and TxDOT Standard Specifications Item 502 'Barricades, Signs, and Traffic Handling.' Traffic Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. Job Site Safety shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M6 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M8 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, and including all clearing, grubbing, tree removal, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Gravel / Caliche per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and gravel / caliche material is to be removed in its entirety. No additional compensation will be made for increased gravel / caliche depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D8 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all gates, columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly and Riser per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling and Reducer per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Nuts, bolds, glands, and other associated accessories are considered subsidiary to the the fitting. Measurement and payment to be made per each fitting.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection, Lateral, and/or Water Meter Installation per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box, including all excavation, embedment, backfill, polyethylene service line or other pipe and all appurtenances. Measurement and payment to be made per each connection, lateral or water meter installed. The new water meter will be provided by the City of Midland.

W8 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

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

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Jointed Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P4 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition Slab per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition to Lay Down Curb per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 4 Concrete Diagonal Curb Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P16 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P17 Includes the necessary equipment, labor, materials, and incidentals for Meter Box & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

# BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT REECE ALBERT, INC. (Hereinafter called the Principal), as Principal, and CONTINENTAL CASUALTY COMPANY (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of FIVE PERCENT OF THE GREATEST AMOUNT BID---------- Dollars ($ --------5%-------) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 22nd day of FEBRUARY, 2023.

REECE ALBERT, INC.
Principal

By _____

Address P. O. BOX 3238

MIDLAND, TEXAS 79701-3238

CONTINENTAL CASUALTY COMPANY
Surety

By _____
MARLA HILL, ATTORNEY-IN-FACT

Address P. O. BOX 54020

LUBBOCK, TEXAS 79453

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised January 2023

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Howard Cowan, Marla Hill, Individually**

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

**- In Unlimited Amounts -**

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

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

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of July, 2021.

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

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this **22nd** day of **FEBRUARY**, **2023**.

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

D. Johnson — Assistant Secretary

Form F6853-4/2012



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

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

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

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

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

# CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 29th day of March 2023, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Reece Albert, Inc. of the City San Angelo, County of Tom Green, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 together with appurtenances and incidentals.

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

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

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

The SUM TOTAL of this Contract shall be: 1,518,091 Dollars and 00 Cents.

**INSURANCE**

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

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

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

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

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

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

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

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

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

**WAIVER OF ATTORNEY FEES**

**WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION**

**37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.**

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

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

SOVEREIGN IMMUNITY

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

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

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

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised February 2023

# PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of ___City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised January 2023

# PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

# CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04

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

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

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

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

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above premises

have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

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

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

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

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised January 2023

# City of Midland Specifications

# PREPARATION OF RIGHT OF WAY

## 1. GENERAL

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

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

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

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

## 2. CONSTRUCTION METHODS

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

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

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

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

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

# EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

## *1. GENERAL*

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

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

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

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

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

## *2. CONSTRUCTION METHODS*

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

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

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

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

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

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

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

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

08/07

## CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

## VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

### 1. GENERAL

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

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

### 2. MATERIALS

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

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

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

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

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

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

## 3. CONSTRUCTION METHODS

### GENERAL

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

### CURB AND GUTTER

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

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

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

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

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

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

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

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

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

**DRIVEWAYS AND ALLEY RETURNS**

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

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

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

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

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

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

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

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

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

## CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

## SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONCRETE RIP RAP

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

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

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

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

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

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

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

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

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

# 4. BACKFILL AND CLEANUP

## GENERAL

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

## CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

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

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

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

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

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

**BACKFILL BEHIND CURBS AND ALONG SIDEWALKS**

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

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

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

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

**08/07**

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

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

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

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

4. BACKFILL AND CLEANUP ..... 6

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

Updated 3/06

# CONCRETE STRUCTURES

## 1. GENERAL

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

## 2. MATERIALS

CONCRETE

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

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

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

## 3. CONSTRUCTION

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

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

# FLEXIBLE BASE, CALICHE

## *1. GENERAL*

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

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

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

## *2. MATERIALS*

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

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

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

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

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

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

## *3. CONSTRUCTION*

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

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

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

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

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

## *4. TESTING*

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

# BITUMINOUS PRIME

## 1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

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

## 2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

## 3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

# BITUMINOUS TACK

## *1. GENERAL*

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

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

## *2. MATERIALS*

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

## *3. CONSTRUCTION METHODS*

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

# HOT MIX ASPHALTIC CONCRETE

## I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

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

## 2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

| TYPE "A" (Coarse Graded Base Course): | Percent Aggregate by weight or volume |
|---|---|
| Passing 2" sieve | 100 |
| Passing l-3/4" sieve | 95 to 100 |
| Passing l-3/4" sieve, retained on 7/8" sieve | 16 to 42 |
| Passing 7/8" sieve, retained on 3/8" sieve | 16 to 42 |
| Passing 3/8" sieve, retained on No. 4 sieve | 10 to 26 |
| Passing No. 4 sieve, retained on No. l0 sieve | 5 to 21 |
| Total retained on No. l0 sieve | 68 to 84 |
| Passing No. l0 sieve, retained on No. 40 sieve | 5 to 21 |
| Passing No. 40 sieve, retained on No. 80 sieve | 3 to 16 |
| Passing No. 80 sieve, retained on No. 200 sieve | 2 to 16 |
| Passing No. 200 sieve | 1 to 8 |

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

| TYPE "B" (Fine graded Base or Leveling-up course) | Percent Aggregate by Weight or Volume |
|---|---|
| Passing l" sieve | 100 |
| Passing 78" sieve | 95 to 100 |
| Passing 7/8" sieve, retained on 3/8" sieve | 21 to 53 |
| Passing 3/8" sieve, retained on No. 4 sieve | 11 to 42 |
| Passing No. 4 sieve, retained on No. l0 sieve | 5 to 26 |
| Total retained on No. l0 sieve | 58 to 74 |
| Passing No. l0 sieve, retained on No. 40 sieve | 6 to 32 |
| Passing No. 40 sieve, retained on No. 80 sieve | 4 to 21 |
| Passing No. 80 sieve, retained on No. 200 sieve | 3 to 21 |
| Passing No. 200 sieve | 1 to 8 |

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

| Type "C" (Coarse Graded Surface Course): | Percent Aggregate by Weight or Volume |
|---|---|
| Passing 7/8" sieve | 100 |
| Passing 5/8" sieve | 95 to 100 |
| Passing 5/8" sieve, retained on 3/8" sieve | 16 to 42 |
| Passing No. 4 sieve, retained on No. l0 sieve | 11 to 37 |
| Total retained on No. l0 sieve | 54 to 74 |
| Passing No. l0 sieve, retained on No. 40 sieve | 6 to 32 |
| Passing No. 40 sieve, retained on No. 80 sieve | 4 to 27 |
| Passing No. 80 sieve, retained on No. 200 Sieve | 3 to 27 |
| Passing No. 200 sieve | 1 to 8 |

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

| TYPE "D" (Fine Graded Surface Course): | Percent Aggregate by Weight or Volume |
|---|---|
| Passing l/2" sieve | 100 |
| Passing 3/8" sieve | 85 to 100 |
| Passing 3/8" sieve, retained on 4" sieve | 21 to 53 |
| Passing No. 4 sieve, retained on No. l0 sieve | 54 to 74 |
| Total retained on No. l0 sieve | 54 to 74 |
| Passing No. l0 sieve, retained on No. 40 sieve | 6 to 32 |
| Passing No. 40 sieve, retained on No. 80 sieve | 4 to 27 |
| Passing No. 80 sieve, retained on No. 200 sieve | 3 to 27 |
| Passing No. 200 sieve | 1 to 8 |

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

| TYPE "F" (Fine Graded Surface Course): | Percent Aggregate by Weight or Volume |
|---|---|
| Passing 3/8" sieve | 100 |
| Passing No. 4 sieve | 95 to 100 |
| Passing No. 4 sieve, retained on No. l0 sieve | 58 to 73 |
| Passing No. l0 sieve, retained on No. 40 sieve | 6 to 26 |
| Passing No. 40 sieve, retained on No. 80 sieve | 3 to 13 |
| Passing No. 80 sieve, retained on No. 200 sieve | 2 to 11 |
| Passing No. 200 sieve | 1 to 8 |

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

| Minimum | Maximum | Optimum |
|---|---|---|
| 96 | 98 | 97 |

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

## 3. CONSTRUCTION METHODS

### A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

### B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

## C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

## 4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

| Linear % of pavement exceeding 1/8 inch surface tolerance | Surface tolerance quality factor |
|---|---|
| 0.0 to 1.0 | 1.0 |
| 1.1 to 1.5 | 0.9 |
| 1.6 to 2.5 | 0.8 |
| over 2.5 | 0.5 |

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90 ) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

| Thickness Deficiency | Quality Factor |
|---|---|
| Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency. | l.0 |
| Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch. | 0.75 |
| Average specimen deficiency of l/8 inch to l/4 inch | .55 |
| Average deficiency of more than l/4 inch | 0.0 |

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

| When subsequent course is | Maximum increase in course thickness |
|---|---|
| Type B | 1/2" |
| Type C | 3/8" |
| Type D | 1/4" |

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

| Percent air voids (average of all specimens for the lot) | Compaction Quality factor | |
|---|---|---|
| less than 3 | 0 | |
| 3.0 to 8.0 | 1.0 | |
| 8.1 to 9.0 | 0.9 | |
| 9.1 to 10.0 | 0.7 | |
| 10.1 to 11.0 | 0.5 | and the engineer may require a chip seal to be applied at the contractor's expense |
| More than 11 | | 0 and the engineer may require a chip seal to be applied at the contractor's expense. |

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

## 5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

# DOUBLE COURSE ASPHALT SURFACE TREATMENT

## 1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

## 2. MATERIALS

### 2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

| Viscosity 140 F. Stokes | 500 +/- 100 | |
|---|---|---|
| | Min. | Max. |
| Viscosity 140 F. Stokes | 1.4 | -- |
| Penetration 77° F. 100 g. 5 sec. | 135 | -- |
| Flash Point C.O.C.F. | 425 | -- |
| Solubility in trichlorethylene percent | 99.0 | -- |

Tests on residues from thin film oven test:

| | | |
|---|---|---|
| Viscosity 140 F. Stokes | -- | 1500 |
| Ductility, 77° F. 5 cms per min. cms. | 100 | -- |

Spot Test – negative for all grades.

### 2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

| | | |
|---|---|---|
| No. 1 Aggregate – | Retained on ¾" Sieve - | 0% by weight |
| (Texas Highway | Retained on 5/8" Sieve - | 0 – 2% by weight |
| Department 1982 | Retained on ½" Sieve - | 20, 35% by weight |
| Grade 3) | Retained on 3/8" Sieve - | 85 – 100% by weight |
| | Retained on ¼" Sieve | 95 – 100% by weight |
| | Retained on No. 10 Sieve- | 99-100% by weight |

| | | |
|---|---|---|
| No. 2 Aggregate - | Retained on ½" Sieve - | 0% by weight |
| (Texas Highway | Retained on 3/8" Sieve - | 0 – 5% by weight |
| Department 1982 | Retained on No. 4 Sieve - | 40 – 85% by weight |
| Grade 5) | retained on No. 10 Sieve - | 98 –100% by weight |
| | Retained on No. 20 Sieve- | 99 100% by weight |

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

| Application | Aggregate Gal. Asphalt/Sq. Yd. | Aggregate Cu. Yd. To Sq. Yds. | Designation |
|---|---|---|---|
| First | 0.30 | 1:70 | No. 1 |
| Second | 0.40 | 1:110 | No. 2 |

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT ..... 1
1. SCOPE ..... 1
2. MATERIALS ..... 1
2.1 Asphalt ..... 1
Viscosity Grade AC-5 ..... 1
Texas Highway Department 1982 Specifications ..... 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate ..... 1
Double Asphalt Surface Treatment ..... 2
3. CONSTRUCTION METHODS ..... 2
3.1 Preparation of base ..... 2
3.2 Handling and Applying Asphalt ..... 3
3.3 Application of Aggregate ..... 4
3.4 Rate of Application of Materials ..... 4
Double Asphalt Surface Treatment ..... 4
3.5 Cleanup ..... 4

3/2006

# PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

## 1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

## 2. MATERIALS

### a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

### b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

## 3. PATCHING

### a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

# SEAL COAT

## I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

## II. MATERIALS

### A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

| TEST | | VISCOSITY GRADE AC-5 Min/Max | AC-10 Min/Max |
|---|---|---|---|
| Viscosity, 140 F stokes | | 500+100 | 1000+200 |
| Viscosity, 275 stokes | | 1.4 | 1.9 |
| Penetration, 77F, 100g, 5 sec. | | 135 | 85 |
| Flash Point, C.O.C.F. | | 425 | 450 |
| Solubility in trichlorethylene | % | 99.0 | 99.0 |
| Tests on residues from thin film oven test: Viscosity, 140 F stokes | | 1500 | 3000 |
| Ductility, 77 F 5cms per min, cms | | 100 | 70 |
| Spot Test | | Negative for all grades | |

### B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

**Applications and Mixing**

| TYPE-GRADE | Recommended Range, F | Maximum Allowable, F | Heating and Storage Maximum, F |
|---|---|---|---|
| AC-5, 10 | 275-350 | 375 | 400 |

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S ..... 70/30
Minimum solids content ..... 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ..... ...100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/$cm^2$
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:



1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

| Grade 4 | Percent by Weight | | |
|---|---|---|---|
| Retained on 5/8" sieve | | | 0 |
| Retained on 1/2" sieve | 0 | - | 2 |
| Retained on 3/8" sieve | 5 | - | 35 |
| Retained on No. 4 sieve | 80 | - | 100 |
| Retained on No. 10 sieve | 98 | - | 100 |
| Passing No. 200 sieve | 0 | - | 0.5 |

| Grade 5 | Percent by Weight | | |
|---|---|---|---|
| Retained on 1/2" sieve | | | 0 |
| Retained on 3/8" sieve | 0 | - | 5 |
| Retained on No. 4 sieve | 40 | - | 85 |
| Retained on No. 10 sieve | 98 | - | 100 |
| Retained on No. 20 sieve | 99 | - | 100 |

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

## IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

## V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

**ASPHALT - RUBBER SEAL COAT**

(Stress Absorbing Membrane)

## 1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

## 2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

## 3. MATERIALS

### 3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

### 3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

| Sieve Sizes | Percent Passing |
|---|---|
| #8 | 100 |
| #10 | 95 - 100 |
| #16 | 40 - 60 |
| #30 | 0 - 10 |
| #50 | 0 - 5 |

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

| | |
|---|---|
| Flash Point | $130^{o}$ F Minimum |
| Initial Boiling Point (ASTM D-86) | $340^{o}$ F Minimum |
| Dry Point (ASTM D-86) | $390^{o}$ - $415^{o}$ F |
| Total Saturates | 85% Minimum |

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

### 3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

## 4. **EQUIPMENT**

### 4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

### 4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

## 4.3 **Cover Material Spreader**

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

## 4.4 **Rolling Equipment**

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

### 4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

## 5. **CONSTRUCTION**

### 5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

### 5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350$^{o}$ and 400$^{o}$ F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350$^{o}$ F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

## 5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

## 5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

## 5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

## 5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

## 5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

## 5.8 Method of Measurement and Basis of Payment

### 5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

# POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

| | Min. | Max. |
|---|---|---|
| **Viscosity, Saybolt Furol, 25 C (77 F), Sec.** | **20** | **100** |
| **Storage Stability test, one day, percent** | **-** | **1** |
| **Particle charge test** | | **Positive** |
| **Sieve test, percent** | **-** | **0.1** |
| **Distillation:** | | **-** **-** |
| **Oil distillate, by volume of emulsion, %** | **-** | **0.5** |
| **Residue, %** | | **62** **-** |
| **Test on Residue from Distillation:** | | |
| **Penetration, 77 F, 100 g, 5 seconds** | **55** | **90** |
| **Ductility, 77 F, 5 cm/min, cm** | **70** | **-** |
| **Solubility in trichloroethylene , %** | **97** | **-** |
| **Softening Point, R. & B., F** | **135** | **-** |
| **Viscosity, absolute 60 C (140 F), Poise** | | **8000** **-** |

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least $75^{o}$ F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

| Grade 1<br>(Fine Graded Surface Course) | Percent Aggregate<br>By Weight |
|---|---|
| Passing 3/8" sieve | 100 |
| Passing No. 4 sieve | 98-100 |
| Passing No. 8 sieve | 75 -90 |
| Passing No. 16 sieve | 50- 75 |
| Passing No. 30 sieve | 30- 50 |
| Passing No. 50 sieve | 18- 35 |
| Passing No. 200 sieve | 5 -15 |

| Grade 2<br>(Coarse Graded Surface Course) | Percent Aggregate<br>By Weight |
|---|---|
| Passing 1/2" sieve | 100 |
| Passing 3/8" sieve | 99-100 |
| Passing No.4 sieve | 86- 94 |
| Passing No. 8 sieve | 45- 65 |
| Passing No. 16 sieve | 25- 46 |
| Passing No. 30 sieve | 15 - 35 |
| Passing No. 50 sieve | 10 - 25 |
| Passing No. 200 sieve | 5- 15 |

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

| | |
|---|---|
| **Residual Asphalt** | **6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate** |
| **Mineral Filler** | **0.5% to 3.0% by dry weight of aggregate** |
| **Modifier** | **As required to provide the specified properties** |
| **Water** | **As required to provide proper consistency** |

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

| | **Percent by Weight or Volume as Applicable** |
|---|---|
| **Passing 3/8" sieve, retained on No. 4 sieve** | **Plus or minus 5** |

| | |
|---|---|
| **Passing No. 4 sieve, retained on No. 8 sieve** | **Plus or minus 5** |
| **Total retained on No. 8 sieve** | **Plus or minus 5** |
| **Passing No. 8 sieve, retained on No. 16 sieve** | **Plus or minus 3** |
| **Passing No. 16 sieve, retained on No. 30 sieve** | **Plus or minus 3** |
| **Passing No. 30 sieve, retained on No. 50 sieve** | **Plus or minus 3** |
| **Passing No. 50 sieve, retained on No. 200 sieve** | **Plus or minus 3** |
| **Passing No. 200 sieve** | **Plus or minus 2** |

**Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.**

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below $50^{o}$ F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

## 9. QUALITY CONTROL

### 9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

### 9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

### 9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

## 10. CLEAN UP

### 10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

## 11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

# P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

# WATER LINE SPECIFICATIONS

## 1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

## 2. PIPE AND MATERIAL

### 2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

### 2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

## 2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

## 2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

| | Foundation | Bedding | Encasement | Backfill |
|---|---|---|---|---|
| ASTM c33 Grade #57 | X | | | |
| ASTM C33 Grade #67 | X | | | |
| ASTM C33 Grade #8 | | X | X | |
| THD 1982 ITEM 302 Type "D" Grade #4 | | X | X | |
| THD 1982 Item 302 Type "D" Grade #5 | | | X | |
| Crusher Fines** | | | *X | X |

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

| Sieve Size | % Passing |
|---|---|
| 2 inch | 100 |
| #4 | 35 - 100 |
| #10 | 20 - 100 |
| #40 | 5 - 35 |
| #200 | 4 - 10 |

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

| MATERIAL USE DESIGNATION | ZONE DESIGNATION |
|---|---|
| Granular Foundation | Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support. |
| Granular Bedding | Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified. |
| Granular Encasement | Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill. |
| Granular Backfill | Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements. |

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

## 3. **VALVES AND VALVE BOXES**

### 3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

### 3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360$^{o}$ seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

| Pipe and Valve Size | Turns to close | Pipe and Valve Size | Turns to Close |
|---|---|---|---|
| 4" - 6" | 16-1/2 | 14" - 16" | 48" |
| 8" | 24 | 18" - 20" | 72 |
| 10" - 12" | 36 | 24" | 90 |

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

## 4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

### 4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

| Sieve Size | % Passing |
|---|---|
| 2" | 100 |
| #4 | 35-100 |
| #10 | 20-100 |
| #40 | 5-35 |
| #200 | 4-10 |

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

## 5. INSTALLATION OF DUCTILE IRON PIPE

### 5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

## 6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

### 6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

### 6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

## 7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

### 7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

### 7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

## 8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

## 9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

## l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

## 14. **SHORING & SHEETING**

### 14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

## l5. MEASUREMENT AND PAYMENT

### l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

### l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

## I5.6 Service Connections

### A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

### B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

## I5.7 Ductile Iron Fittings

### A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

### B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

## I5.8 Steel Cylinder Concrete Pipe Fittings

### A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

### B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

# GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

## PART I – GENERAL

### 1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

### 1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

### 1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

## PART 2 – MATERIALS

### 2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

### A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

### B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

| Nominal Size (in.) | Min. Wall Thickness (in.) | |
|---|---|---|
| | DR 26 | DR 35 |
| 4 | 0.162 | 0.120 |
| 6 | 0.241 | 0.180 |
| 8 | 0.323 | 0.240 |
| 10 | 0.404 | 0.300 |
| 12 | 0.481 | 0.360 |
| 15 | 0.588 | 0.437 |

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

## C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4" service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

## D. JOINING SYSTEMS

### (1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from $5^{o}$ to $120^{o}$ F ($-15^{o}$ to $50^{o}$ C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

### (2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

### (3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

## E. INSPECTION AND TESTING

### (1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

### (2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft $^2$) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

## F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

### 1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

### 2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

## 2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

### 1. PIPE

### A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

**B. PIPE DESIGNATION**

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

**C. MANUFACTURERS CERTIFICATION**

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

**D. CORRUGATION AND MINIMUM THICKNESS**

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

| EQUIV. Dia. (in.) | 2-2/3" x ½" Corrugations Span (in.) | Rise (in.) | Gage | 3" x 1" Nominal Size Span (in.) | Rise (in.) | Gage |
|---|---|---|---|---|---|---|
| 15" | 17 | 13 | 14 | | | |
| 18" | 21 | 15 | 14 | | | |
| 24" | 28 | 20 | 14 | | | |
| 30" | 35 | 24 | 14 | | | |
| 36" | 42 | 29 | 14 | 40 | 31 | 16 |
| 42" | 49 | 33 | 12 | 40 | 36 | 14 |
| 48" | 57 | 38 | 10 | 53 | 41 | 12 |
| 54" | 64 | 43 | 10 | 60 | 46 | 12 |
| 60" | 71 | 47 | 8 | 66 | 51 | 12 |
| 66" | 77 | 52 | 8 | 73 | 55 | 12 |
| 72" | 83 | 57 | 8 | 81 | 59 | 12 |
| 78" | | | | 87 | 63 | 12 |
| 84" | | | | 95 | 67 | 12 |
| 90" | | | | 103 | 71 | 12 |

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

## E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

| | |
|---|---|
| for 2-2/3 x ½ inch corrugations | 10-1/2 inches |
| 3 x 1 inch corrugation | 12 inches |

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

## 2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

### A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

## B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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## C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

## D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

## E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

### F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

## 3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

## 4. DAMAGED COATING

### A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

### B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

## 2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

### 1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

### 2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

## 3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

## 4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

| Internal Diameter inches | Min. Shell Thickness inches |
|---|---|
| 18 | 2 |
| 24 | 2-1/2 |
| 30 | 3 |
| 36 | 3-1/2 |
| 42 | 4 |
| 48 | 5 |
| 54 | 5-1/2 |
| 60 | 6 |
| 66 | 6-1/2 |
| 72 | 7 |
| 84 | 8 |
| 96 | 9 |
| 108 | 10 |
| 120 | 11 |

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

## 5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

## 6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

## 7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

## 8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

## 9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

## 10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

## 2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

### A. DIRECT BURY PIPES

### 1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

| Service | Standard |
|---|---|
| Non pressure Sanitary Sewer | ASTM D3262 |
| Sewer Force Main and Effluent Lines | ASTM D3754 |

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

## 2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

## 3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

| *WP/s | | 0/46 | | 50/46 | | 100/46 | | 150/46 | | 200/46 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Nomin Pipe Sz. (in.) | Pipe OD (in.) | Min. wall (in.) | Wgt. (lb/ ft) | Min. Wall (in.) | Wgt. (lb/ ft) | Min. Wall (in.) | Wgt. (lb/ ft) | Min. Wall (in.) | Wgt. (lb/ ft) | Min. Wall (in.) | Wgt (lb/ ft.) |
| 18 | 19.50 | .42 | 20 | .41 | 20 | .40 | 19 | .38 | 18 | .37 | 18 |
| 20 | 21.60 | .46 | 25 | .45 | 24 | .43 | 23 | .42 | 22 | .40 | 21 |
| 24 | 25.80 | .54 | 35 | .53 | 34 | .51 | 33 | .49 | 31 | .47 | 30 |
| 30 | 32.00 | .66 | 54 | .65 | 53 | .62 | 51 | .60 | 49 | .57 | 47 |
| 36 | 38.30 | .78 | 77 | .77 | 76 | .74 | 73 | .71 | 70 | .68 | 67 |
| 42 | 44.50 | .90 | 104 | .88 | 101 | .85 | 98 | .82 | 94 | .78 | 89 |
| 48 | 50.80 | 1.02 | 134 | 1.00 | 131 | .96 | 126 | .93 | 122 | .88 | 115 |
| 54 | 57.10 | 1.14 | 169 | 1.12 | 166 | 1.08 | 160 | 1.04 | 155 | .99 | 147 |
| 60 | 62.90 | 1.26 | 209 | 1.23 | 204 | 1.19 | 197 | 1.14 | 188 | 1.09 | 180 |
| 66 | 69.20 | 1.38 | 249 | 1.35 | 243 | 1.30 | 234 | 1.25 | 228 | | |
| 72 | 75.40 | 1.50 | 298 | 1.47 | 292 | 1.41 | 280 | 1.36 | 270 | | |
| 78 | 81.60 | 1.62 | 352 | 1.58 | 343 | 1.52 | 331 | 1.47 | 320 | | |
| 84 | 88.00 | 1.74 | 409 | 1.70 | 399 | 1.64 | 385 | | | | |
| 90 | 94.30 | 1.86 | 468 | 1.82 | 458 | 1.75 | 440 | | | | |
| 96 | 100.6 | 1.98 | 531 | 1.94 | 520 | 1.87 | 501 | | | | |

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

**A. JOINTS**

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

**B. FITTINGS**

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

## 2.05 POLYETHYLENE SEWER PIPE

**A. SCOPE**

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

## B. MATERIAL AND MANUFACTURING

### 1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

### 2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

### 3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

### 4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

## C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

| Nominal Size | Avg. O.D. | Avg. I.D. |
|---|---|---|
| 4 | 4.790 (121.7) | 4.00 (101.6) |
| 6 | 6.930 (176.0) | 6.00 (152.4) |
| 8 | 9.145 (232.2) | 8.00 (203.2) |
| 10 | 11.405 (289.7) | 10.00 (254.0) |
| 12 | 14.450 (367.0) | 12.00 (304.8) |
| 15 | 17.530 (445.3) | 15.00 (381.0) |
| 18 | 21/150 (537.2) | 18.00 (457.2) |

### D. INSTALLATION

#### 1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

#### 2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

## 2.06 INLETS FOR STORM SEWERS

### A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

### B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

### C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

### D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

### E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

### F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

## 2.07 MANHOLES

### 1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

## 2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

## 3. FIBERGLASS MANHOLES

## A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

## B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

## C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

## D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

| Depth Ft. | F/dy.psi |
|---|---|
| 3 – 6.5 | 0.75 |
| 7 – 12.5 | 1.26 |
| 13 – 20.5 | 2.01 |
| 21 – 25.5 | 3.02 |
| 26 – 35 | 5.24 |

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

| | Hoop Direction | Axial Direction |
|---|---|---|
| a. Tensile Strength (pi) | 18,000 | 5,000 |
| b. Tensile Modulus (pi) | $0.6 \times 10^6$ | $0.7 \times 10^6$ |
| c. Flexural Strength (psi) | 26,000 | 4,500 |
| d. Flexural Modulus (psi) | $1.4 \times 10^6$ | $0.7 \times 10^6$ |
| e. Compressive (psi) | 18,000 | 10,000 |

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

**E. TEST METHODS**: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

**F. QUALITY CONTROL**: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

**G. CERTIFICATIONS**: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

**H. SHIPPING AND HANDLING**: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

**I. CONCRETE:**

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

**BACKFILL:**

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

**K. MARKING and IDENTIFICATION:** Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

## 4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

## B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

**CITY OF MIDLAND**
**SANITARY SEWER**
**OR**
**CITY OF MIDLAND**
**STORM DRAIN**

which ever is applicable.

## 2.08 GRANULAR MATERIALS

### A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

| | Foundation | Bedding | Encasement | Backfill |
|---|---|---|---|---|
| ASTM C33 Grade #57 | x | | | |
| ASTM C33 Grade #67 | x | | | |
| ASTM C33 Grade #8 | | x | x | |
| THD 1982 Item 302 Type D Grade 4 | | x | x | |
| THD 1982 Item 302 Type D Grade 5 | | | x | |
| Crusher fines** | | | *x | x |

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

| Sieve Size | % Passing |
|---|---|
| 2 inch | 100 |
| # 4 | 35 - 100 |
| # 10 | 20 - 100 |
| # 40 | 5 - 35 |
| #200 | 4 - 10 |

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

### B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

| MATERIAL USE DESIGNATION | ZONE DESIGNATION |
|---|---|
| Granular Foundation | Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support. |
| Granular Bedding | Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified. |
| Granular Encasement | Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill. |

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

## PART 3 – EXECUTION

### 3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

### 3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

## 3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

## 3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

| Condition | Location | Material | | Separation (Min.) | | Comments |
|---|---|---|---|---|---|---|
| | | Water | Sewer | Vert. | Horiz. | |
| NEW WATER AND NEW SEWER SYSTEM | | | | | | |
| New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main | Water above Sewer | Std. | CI DI PVC 150 PSI | 2’ | 4’ | Separate Trenches |
| Gravity Sanitary Sewer Crossing Water Main | Water above Sewer or Sewer above Water | Std | CI DI PVC. 150 PSI | 6” | NA | Center one joint of sewer pipe on water main |
| Gravity Sewer Crossing Water Main | Water above Sewer | Std | ABS, Clay Conc. composite | 2’ | NA | Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main |
| NEW WATER AND EXISTING SANITARY SEWER | | | | | | |
| New Water Parallel Existing Sewer | Water above Sewer | Std. | Clay, Conc. ABS CI DI PVC | 2’ | 4’ | If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace. |
| New Water Crossing Existing Sewer | Water above Sewer | Std | Clay, ABS Conc. composite | 2” | NA | If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace. |
| New Water Crossing Existing Sewer | Sewer above Water | Std | Clay, ABS Conc. composite | 2’ | NA | Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline |
| New Water Parallel to Existing Sewer | Sewer above Water | Std | Clay, ABS Conc. composite | 2’ | 4’ | Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger. |

| EXISTING WATER AND NEW SANITARY SEWER | | | | | | |
|---|---|---|---|---|---|---|
| New Sewer parallel Existing Water | Water above Sewer Or Sewer above Water | Std | CI DI PVC 150 PSI | 2' | 4' | Separate trenches |
| New Sewer crossing Existing Water | Water above Sewer or Sewer above water | Std | CI DI PVC 150 PSI | 6" | NA | Center one joint of sewer pipe on water main. |
| New Sewer crossing Existing Water | Water Above Sewer | Std | Clay, ABS Conc. composite | 2' | NA | Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main. |

## 3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

## 3.06 SPECIAL SAFETY PROVISIONS

### 1. TRENCH SAFETY SYSTEMS

### A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

### B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

### C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

**D. INSPECTION**

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

**2. SAFETY RESTRICTIONS - work near high voltage lines**

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

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

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

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

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

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

**3.07 PIPE LAYING**

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

## 3.08 CONNECTION AND ASSEMBLY OF JOINTS

### 1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

### 2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

## 3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

## 3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

## 3.10 BACKFILL OPERATIONS

### 1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

## 2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

### A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

## B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

## C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

## 3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

## 4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

## 3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

### A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

### B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

**B. Cleanouts**

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

## 3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

**A. Sanitary Sewer Services:**

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

## B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

| Specification Time for Length (L) Shown (min: sec) | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 (xL) | 100 ft. | 150 ft. | 200 ft. | 250 ft. | 300 ft. | 350 ft. | 400 ft. | 450 ft. |
| 4 | 3:46 | 597 | .380 | 3:46 | 3:46 | 3:46 | 3:46 | 3:46 | 3:46 | 3:46 | 3:46 |
| 6 | 5:40 | 398 | .854 | 5:40 | 5:40 | 5:40 | 5:40 | 5:40 | 5:40 | 5:42 | 5:42 |
| 8 | 7:34 | 298 | 1.520 | 7:34 | 7:34 | 7:34 | 7:34: | 7:36 | 8:52 | 10:08 | 11:24 |
| 10 | 9:26 | 239 | 2.374 | 9:26 | 9:26 | 9:26 | 9:53 | 11:52 | 13:51 | 15:49 | 17:48 |
| 12 | 11:20 | 199 | 3.418 | 11:20 | 11:20 | 11:24 | 14:15 | 17:05 | 19:56 | 22:47 | 25:38 |
| 15 | 14:10 | 159 | 5.342 | 14:10 | 14:10 | 17:48 | 22:15 | 26:42 | 31:09 | 35:36 | 40:04 |
| 18 | 17:00 | 133 | 7.692 | 17:00 | 19:13 | 25:38 | 32:03 | 38:27 | 44:52 | 51:16 | 57:41 |
| 21 | 19:50 | 114 | 10.470 | 19:50 | 26:10 | 34:54 | 43:37 | 52:21 | 61:00 | 69:48 | 78:31 |
| 24 | 22:40 | 99 | 13.674 | 22:47 | 34:11 | 45:34 | 56:58 | 68:22 | 79:46 | 91:10 | 102:33 |
| 27 | 25:30 | 88 | 17.306 | 28:51 | 43:16 | 57:41 | 72:07 | 86:32 | 100:57 | 115:22 | 129:48 |
| 30 | 28:20 | 80 | 21.366 | 35:37 | 53:25 | 71:13 | 89:02 | 106:50 | 124:38 | 142:26 | 160:15 |
| 33 | 31:10 | 72 | 25.852 | 43:05 | 64:38 | 86:10 | 107:43 | 129:16 | 150:43 | 172:21 | 193:53 |
| 36 | 34:00 | 66 | 30.768 | 51:17 | 75:55 | 102.34 | 128:12 | 153:50 | 179:29 | 205:07 | 230:46 |

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

| Specification Time for Length (L) Shown (min: sec) | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 (xL) | 100 ft. | 150 ft. | 200 ft. | 250 ft. | 300 ft. | 350 ft. | 400 ft. | 450 ft. |
| 4 | 1:53 | 597 | .190 | 1:53 | 1:53 | 1:53 | 1:53 | 1:53 | 1:53 | 1:53 | 1:53 |
| 6 | 2:50 | 398 | .427 | 2:50 | 2:50 | 2:50 | 2:50 | 2:50 | 2:50 | 2:51 | 3:12 |
| 8 | 3:47 | 298 | .760 | 3:47 | 3:47 | 3:47 | 3:47 | 3:48 | 4:26 | 5:04 | 5:42 |
| 10 | 4:43 | 239 | 1.187 | 4:43 | 4:43 | 4:43 | 4:57 | 5:56 | 6:55 | 7;54 | 8:54 |
| 12 | 5:40 | 199 | 1.709 | 5:40 | 5:40 | 5:40 | 7:08 | 8:33 | 9:58 | 11:24 | 12:50 |
| 15 | 7:05 | 159 | 2.671 | 7:05 | 7:05 | 8:54 | 11:08 | 13:21 | 15:35 | 17:48 | 20:02 |
| 18 | 8:30 | 133 | 3.846 | 8:30 | 9:37 | 12:49 | 16:01 | 19:14 | 22:26 | 25:38 | 28:51 |
| 21 | 9:55 | 114 | 5.235 | 9:55 | 13:05 | 17:27 | 21:49 | 26:11 | 30:32 | 34:54 | 39:16 |
| 24 | 11:20 | 99 | 6.837 | 11:24 | 17:57 | 22:48 | 28:30 | 34:11 | 39:53 | 45:35 | 51:17 |
| 27 | 12:45 | 88 | 8.653 | 14:25 | 21:38 | 28:51 | 36:04 | 43:16 | 50:30 | 57:42 | 46:54 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 30<br>33<br>36 | 14:10<br>15:35<br>17:00 | 80<br>72<br>66 | 10.683<br>12.926<br>15:384 | 17:48<br>21:33<br>25:39 | 26:43<br>32:19<br>38:28 | 35:37<br>43:56<br>51:17 | 44:31<br>53:52<br>64:06 | 53:25<br>64:38<br>75:55 | 62:19<br>75:24<br>89:44 | 71:13<br>86:10<br>102:34 | 80:07<br>96:57<br>115:23 |

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

| | DIAMETER | | |
|---|---|---|---|
| Depth Feet | 48" | 60" | 72" |
| 8' | 0:20 | 0:26 | 0:33 |
| 10' | 0:25 | 0:33 | 0:41 |
| 12' | 0:30 | 0:39 | 0:49 |
| 14' | 0:35 | 0:46 | 0:57 |
| 16' | 0:40 | 0:52 | 1:05 |
| 18' | 0:45 | 0:59 | 1:13 |
| 20' | 0:50 | 1:05 | 1:21 |
| * ADD | 0:05 | 0:06.5 | 0:08 |

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

| Depth Ft. | Loss Inches |
|---|---|
| 0 - 10’ | .2 |
| 10 – 20’ | .4 |
| 20 - 30’ | .6 |

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

## 3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

## 3.17 PAYMENT

### A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

### B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

# HUD

# Attachments

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/01/2021 |

*  SUTX2011-002 08/02/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER (Paving & Structures) | $ 13.55 | |
| ELECTRICIAN | $ 20.96 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb | $ 12.36 | |
| Structures | $ 13.52 | |
| LABORER | | |
| Asphalt Raker | $ 12.28 | |
| Flagger | $ 9.30 | |
| Laborer, Common | $ 10.30 | |
| Laborer, Utility | $ 11.80 | |
| Work Zone Barricade Servicer | $ 10.30 | |
| POWER EQUIPMENT OPERATOR: | | |
| Asphalt Distributer | $ 14.87 | |
| Asphalt Paving Machine | $ 13.40 | |
| Broom and Sweeper | $ 11.21 | |
| Crane, Lattice Boom 80 Tons or Less | $ 16.82 | |
| Crawler Tractor Operator | $ 13.96 | |
| Excavator, 50,000 lbs or less | $ 13.46 | |
| Front End Loader Operator, Over 3 CY | $ 12.77 | |
| Front End Loader, 3CY or less | $ 12.28 | |
| Loader/Backhoe | $ 14.18 | |
| Mechanic | $ 20.14 | |
| Milling Machine | $ 15.54 | |
| Motor Grader, Rough | $ 16.15 | |
| Motor Grader, Fine | $ 17.49 | |
| Pavement Marking Machine | $ 16.42 | |
| Reclaimer/Pulverizer | $ 12.85 | |
| Roller, Asphalt | $ 10.95 | |
| Roller, Other | $ 10.36 | |
| Scraper | $ 10.61 | |
| Spreader Box | $ 12.60 | |
| Servicer | $ 13.98 | |
| Steel Worker (Reinforcing) | $ 13.50 | |

TRUCK DRIVER
     Lowboy-Float.....$ 14.46
     Single Axle.....$ 12.74
     Single or Tandem Axle Dump..$ 11.33
     Tandem Axle Tractor with
     Semi.....$ 12.49
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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.

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END OF GENERAL DECISION
"

# SPECIAL FEDERAL REQUIREMENTS

## 1. FEDERALLY ASSISTED CONTRACT

The Contractor agrees to acknowledge that financial assistance from the U.S. Department of Housing and Urban Development is to be utilized on this contract and the contract is subject to all applicable laws, ordinances and codes of the United States, State of Texas and local governments.

## 2. COMPLIANCE WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY", AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the equal opportunity requirements of Executive Order 11246, as amended:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor shall not exclude any person in the United States, on the basis of age from the benefits of this contract. This contract shall be conducted and administered in compliance with the Age Discrimination Act of 1975, as amended, and any implementing regulations.

d. In the event this contract exceeds $10,000, the Bidder shall comply with EXHIBIT E1 and shall submit a completed HUD Form 4238 with his bid.

## 3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Contractor will comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

The Contractor will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development funds.

**4. COMPLIANCE WITH SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

In the event this contract exceeds $100,000, the Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulation issued pursuant thereto at 24 CFR PART 135, and any applicable rules and orders of HUD issued thereunder. Prior to issuance of notice to proceed, the Contractor must submit documents, including a “Preliminary Statement - Work Force Needs" form, that demonstrate compliance with Section 3.

**5. MINORITY OWNED BUSINESS PARTICIPATION**

The Contractor shall make positive efforts to utilize small business, minority-owned business and women-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to complete for subcontracts. The Bidder must submit a completed "Schedule of MBE/WBE Participation" with his Bid.

**6. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT, THE DAVIS-BACON ACT, THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS**

In the event this contract exceeds $10,000, the Contractor agrees will comply with Section 110 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.603), which provides that certain labor standards be adhered, with specific emphasis on the Copeland "Anti-Kickback" Act, and the Contract Work Hours and Safety Standards Act. The Federal Labor Standards Provisions contained in Exhibit

E3 are applicable. The Project Wage Decision attached to Exhibit E3 will apply to this contract. Modifications to the Wage Decision may occur. A pre-construction conference will be conducted. This will occur after an award is made. The Bidder must submit Form HUD-1421 with his Bid.

The Bidder is specially advised that any person, firm, or other party to whom the bidder proposes to award a subcontract under this contract:

a. Must be acceptable to the City after verification by HUD of the current eligibility status, and

b. Must submit Form HUD-1422 for each proposed subcontractor. Approval of the proposed subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such completed Form HUD-1422 on proposed contractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

## 7. COMPLIANCE WITH CERTIFICATION PROHIBITING USE OF FEDERAL FUNDS FOR LOBBYING.

The Contractor certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## 8. OTHER SPECIAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS EXCEEDING $100,000

In the event the contract exceeds $100,000, the requirements and conditions of Exhibit D shall apply to this contract and related subcontracts.

## 9. CONTRACTORS INSURANCE OF COMPLIANCE BY SUBCONTRACTORS

a. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

b. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with Section 110 of the Housing and Community Development Act of 1974 and the regulations issued thereto (24 CFR 570.603), which provide that certain labor standards be adhered.

## 10. AWARDS OF CONTRACTS AND SUBCONTRACTS TO DEBARRED OR DISQUALIFIED CONTRACTOR PROHIBITED

The Contractor shall be subject to Contractor Clearance by the U.S. Department of Housing and Urban Development. The Bidder must submit a completed Request for Contractor Clearance form with his Bid. The Contractor will insure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. A completed Request for Subcontractor Clearance form on each subcontractor must be submitted so that compliance with this paragraph and paragraph 6 above can be insured.

## 11. COPYRIGHT PROVISIONS

The Contractor shall comply with the copyright provisions of 24 CFR 85.34.

## 12. DRUG FREE WORK PLACE

The Contractor shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. § 701, et seq.

## 13. CONFLICT OF INTEREST PROVISIONS

The Contractor shall comply with the conflict of interest provisions of 24 CFR 570.611. The general rule is that no persons who exercise or have exercised any functions or

responsibilities with respect to CDBG activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. The Contractor may inquire about former City employees or other persons who are subject to this provision.

## 14. CONTRACTOR TO MAKE INFORMATION AND DATA AVAILABLE

The Contractor shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the Federal Requirements. The Contractor shall fully cooperate with City when City monitors the services and work performed under this Contract. The Contractor shall maintain accounts and records adequate to identify and account for all cost pertaining to the agreement. These records will be made available to the City for federal audit purposes, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

EXHIBIT E1

***EQUAL EMPLOYMENT CLAUSE***
***EXECUTIVE ORDER 11246, AS AMENDED***

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT E1

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

## INSTRUCTIONS

This certification is required pursuant to Executive Order 112319-25 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

## CERTIFICATION BY BIDDER

Bidder's Name:
Address:

1. Bidder Has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
   Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is "no", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE DATE



SUBMIT WITH BID HUD-4238

Previous Editions Obsolete

## *SECTION 3 CLAUSE*

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other under standing, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD

assisted contracts.

# CITY OF MIDLAND, TEXAS
# SECTION 3 BUSINESS CONCERN CERTIFICATION

Name of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Depending on type of business entity, submit applicable documents:

- ☐ Copy of Articles of Incorporation
- ☐ Assumed Business Name Certificate
- ☐ List of owners/stockholders and % ownership of each
- ☐ Certificate of Good Standing
- ☐ Partnership Agreement
- ☐ Corporation Annual Report
- ☐ Latest Board minutes appointing officers
- ☐ Organization chart with names and titles and brief function statement

**Attached appropriate documentation based on type of Section 3 status:**

___ **For business claiming status as a Section 3 resident-owned enterprise:**

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence

___ **For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

___ **For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

___ **Business is not a Section 3 business concern at this time.**

_____ _____
Authorizing Name and Signature Date

(Corporate Seal)

Attested by:_____

# EXHIBIT E3
# Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

**Applicability**
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages**. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officeof Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination, HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of work (or under the United States Housing Act of 1937, or under the Housing Act of

1949, in the construction or develop-ment of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including ratesof contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payments to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 32 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required recordsupon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

**4. (i) Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its programs is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the usage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractorwill no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of. . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than $5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

subparagraph (2) of this paragraph.

**(4) Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT E3

# U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

| | |
|---|---|
| TO: *(Appropriate recipient)*<br><br>C/O | DATE<br><br>PROJECT NUMBER *(If any)*<br><br>PROJECT NAME |
| 1. The undersigned, having executed a contract with | |

| | |
|---|---|
| | For the construction of the above identified project, acknowledges that: |

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

(a) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract, including those executed by his subcontractor's and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

| | |
|---|---|
| (1) A SINGLE PROPRIETORSHIP | (3) A CORPORATION ORGANIZED IN THE STATE OF: |
| (2) A PARTNERSHIP | (4) OTHER ORGANIZATION *(Describe)* |

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

| NAME | TITLE | ADDRESS |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

HUD-1421 (6-75)

| | | |
|---|---|---|
| (d) | The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*: | |
| NAME | ADDRESS | NATURE OF INTEREST |
| | | |
| | | |
| | | |
| | | |
| | | |
| (e) | The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*: | |
| NAME | ADDRESS | TRADE CLASSIFICATION |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| | | | |
|---|---|---|---|
| | | | |
| Date | | | *(Contractor)* |
| | | By | |

## WARNING

**U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."**

EXHIBIT E3

# U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

| | |
|---|---|
| TO: *(Appropriate recipient)*<br><br>C/O | DATE |
| | PROJECT NUMBER *(If any)* |
| | PROJECT NAME |
| 1. The undersigned, having executed a contract with | |



U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

| | | |
|---|---|---|
| | for | *(Contractor or Subcontractor)* |
| *(Nature of the Work)* | in the amount of | $ |

in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designed as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

| | |
|---|---|
| (a) The workmen will report for duty on or about | |
| | *(Date)* |

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

| | |
|---|---|
| (1) A SINGLE PROPRIETORSHIP | (3) A CORPORATION ORGANIZED IN THE STATE OF: |
| (2) A PARTNERSHIP | (4) OTHER ORGANIZATION *(Describe)* |

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

| NAME | TITLE | ADDRESS |
|---|---|---|
| | | |


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| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | HUD 1422 (6-75) |
| | | |

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

| NAME | ADDRESS | NATURE OF INTEREST |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

(d) The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:

| NAME | ADDRESS | TRADE CLASSIFICATION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| | | |
|---|---|---|
| | | |
| *(Subcontractor)* | | |
| By | | |
| *(Signature)* | | *(Typed Name & Title)* |

## WARNING

**U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."**


U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

EXHIBIT E4

## *CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS*

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issue thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning light at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the contractor of any liability incurred under these specifications or contract.

# CITY OF MIDLAND CDBG PROGRAM

## CONTRACTOR CERTIFICATION OF ELIGIBILITY FOR FEDERAL PROCUREMENTS

Business Name: _____ Fed Id./SS. # _____

Address: _____

**Type of Business: ___ Corporation ___ Sole Proprietor ___ Partnership**

**Name, Title, Social Security No. of Principals:**

1. _____

2. _____

3. _____

I/we the undersigned certify that neither I nor my firm are not excluded from federal procurement or non-procurement programs.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

---

Additional verification of compliance with federal regulations at 24 CFR part 5 was accomplished as follows:

Signature: _____ Date: _____

Name and Title: _____

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

**February 22, 2023**

**Joshua Ferguson**
**City of Midland**
**300 N. Loraine**
**Midland, TX 79701**

**Project: CITY OF MIDLAND PAVING, ALLEYS, STREETS & SIDEWALKS**
**COMPASS 04 PROJECT**

Josh,

As per conditions of the Contract, TEC Excavation, Inc. is currently contracted with Jessie Montez to meet TCEQ requirements on the above-mentioned project.

Jessie Montez
TCEQ Class A Water Operator Licensing Number: W00027888
TCEQ Class C Wastewater Operator Licensing Number: WW0025723

Eric Clutter, Vice-President
TEC Excavation, Inc.

MIDLAND
Engineering Services

# ADDENDUM #01
***Project Number PU22-02***

TO ALL BIDDERS ON THE SUBJECT BID: COMPASS 04

ADDENDUM #01

DATE: February 17, 2023

1. Q/A and Clarification
2. Attachments
    a. 3.0 Instructions&InfoForBidders – Updated 2-17-23
    b. 7.0 Proposal Combined – Updated 2-17-23
    c. 7.1 Pay Notes Combined – Updated 2-17-23
    d. PU22-02 COMPASS 04 – Final Plans APPV 2-17-23
3. Non-Mandatory Pre-Bid Meeting Agenda
4. Non-Mandatory Pre-Bid Meeting Attendance

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

*All other terms and conditions shall remain the same.*

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

2/22/2023
Date

Mike Hester Estimator
Please Print Above Name

432-570-0481
Phone

**COMPASS 04**
**Project Number PU22-02**

**Q/A and Clarification**

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The contractor that is awarded this contract will be responsible for working with the City of Midland Development Services in order to get the project registered with SAMs. Registering for SAMs is at zero cost to the contractor and requires no documentation or forms to be submitted with the bid.

Clarification: The Proposal has been updated to reflect the following changes:

Transition Slab pay item removed.

Paving and Demolition quantities have been updated.

Clarification: The Pay Notes have been updated to reflect the following changes:

Transition Slab pay item removed.

Pay item numbering updated.

Clarification: An updated set of plans have been distributed with the issuance of this addendum. Please use the set of plans with the City of Midland Approved Stamp dated 2-17-2023 in the preparation of bidding documents.

**Questions and Answers**

1. Existing contours missing on sheets C202 through C208. PDF Vector file please.
    A. Existing Contours were added but didn't show up on the plans due to printing errors. Existing contours have been provided.
2. Paving note 12 on plans "construct conc driveway approach" Summary sheet shows 34 sy on C202? C202 has no call out for any conc driveway approaches but does have transition and laydown C&G? Note 12 is called out on C203 but summary shows 0?
    A. This was an oversight from when the plan set drawings changed. The quantities sheets numbering has been updated.
3. On summary sheet- What is the difference between a 6" jointed conc pavement and 6" conc driveway approach? (On last plans for Full Depth Recon engineer had only 6" jointed conc driveways). What does the 6" jointed conc pavement consist of to get 818 sy? 246 sy of this is on the master layout C201 and added to totals.
    A. 6" jointed concrete is for concrete pavement. The discrepancies are from a change in the design that was not reflected in the quantities. The quantities sheets have been revised.
4. Can we get stationing for C202?
    A. Stationing added.
5. Does Paving note 6(use 8" conc instead of 6" base under conc driveway) on detail 220 B (single family driveway approach) apply to alley approaches as well?
    A. No. Alley is to be constructed per Cross-Section B-B on Sheet C200 and per the thickened edge detail, Detail 03, Sheet C252. Paving Note 6 refers to construction of ADA ramps.
6. Paving Note 17-transition slab. I can't find the call out on any page for Transition slab. Summary page shows C201 which is master layout to have 110 sy. And C202 shows to have 220 sy for a total of 330 sy? Is this correct and where is it called out? Bid item 4 of "Paving Items."
    A. The transition slab was part of a former design that was later changed but was not updated in the construction layout.
7. Summary sheet shows 849 sy of 6" flex base for alley approaches. Summary for 6" conc alley approach shows 31 sy and a total of 32 sy. Can you clarify please?
    A. The summary sheet shows 109 sy of 6" Flex Base for Sheet C204. Regarding the concrete alley approach: the total amount at the bottom of the quantities is a rounded-up figure of the items per sheet.
8. All summary quantities on C101A and C101B for sheet C201 are the master layout for Baird St. are these quantities correct or have they been added again in the sheets below C201.
    A. Quantities sheets have been updated to reflect changes in design that caused the discrepancy in page numbering.
9. On the summary sheet missing are C206, C207 and C208 and the quantities? On the plans missing C212 that shows up on summary sheet?
    A. Plan set has been updated to reflect the changes that were made in the design that caused a change in the plan set.
10. Bid item 8 on demo, Removal & disposal of existing fence. 164 lf. Does anything new go back up?
    A. All fence items that are called out as remove are fences within the right-of-way. Replacement is to be handled by the property owner.
11. Alley "A"- Is there a bid item for this concrete paving? I show 81.00 sy. Summary sheet shows 78 sy of 6" jointed concrete pavement on C 203, is this the alley conc paving?

A. The quantities have been updated.

12. Alley "A"- do you want expansion joint against cinder block fence between 6"x2' ribbon curb?
    A. After internal review, it's been determined that the callout should not be called out as ribbon curb but rather, Type "A" integral curb and gutter, per City of Midland Details. This was reflected in Sheet C200 but was incorrectly called out as ribbon curb from previous details. Please provide an expansion joint against the cinder block fence. Expansion joint is considered subsidiary to Pay Item P11.
13. Alley "A"- 6"x2' ribbon curb – do you want a tooled joint at 2' from fence or pour monolithic with rest of conc alleyway?
    A. The curb should be poured monolithically with the rest of the alleyway. Can use tooled joints for cracking.
14. C203- Note 12 "Construct driveway approach" I show 32 sy. Summary shows -0-. Limits are approx. 4' beyond ROW line/ property line?
    A. This discrepancy is due to the misnumbering in the sheets and has been resolved in the quantities sheets.
15. Longview Ave. On C206 is this the construction limits going east?
    A. Longview Ave was removed from the scope of the project. However, the plans still show part of the proposed design for Longview Ave.
16. Longview Ave. does fence stay on SE side where new sidewalk goes? New sidewalk is not called out but there is no existing sidewalk?
    A. Longview Ave is not part of this bid.
17. Base Bid Demo. Bid item # 5 rem & disp unclassified conc pav. The bid item is for 146 sy. Summary shows 559 sy. Please clarify.
    A. The quantities show that 146 sy of caliche removed and 553 sy (revised, previously 559 sy) of concrete pavement.
18. Do you have an estimated start date?
    A. Due to the funding source, we expect construction to be started as soon as the end of March 2023 or early April 2023.
19. If the engineer is going to re-issue plans, can we make sure the existing contours are turned on?
    A. Existing Contours are shown on the Exiting topography page and are shown on paving plans.
20. Was it the intent of the design to build into the property line? See sheet C140C:
    A. Demo plan has been adjusted to reflect the construction limits ending at the property line.
21. Are we going to be rebuilding fence that is torn down?
    A. Fences within right-of-way will be at the owner's expense.
22. Can all the quantities be re-quantified? There are many values off. Example: jointed concrete quantity looks to have double counted alley approach quantity.
    A. This was an oversight from when the plan set drawings changed. The quantities sheets are up to date.
23. For the transition slab, callout 17 in the paving notes, there is nowhere in the plans where the callout is being used. Is there a spot in the plans where callout 17 is shown?
    A. Transition slab refers to discrepancies from a change in the design that was not reflected in the quantities and callout notes. The item has been removed from the callout notes and quantities summary.

24. On the quantities sheet, C101A, there are multiple quantities that are referenced to sheet C102. C102 is the general notes page.
    A. This was an oversight from when the plan set drawings changed. The quantities sheets are up to date
25. Follow up question to question 24, same reference is made to the water quantities as well.
    A. This was an oversight from when the plan set drawings changed. The quantities sheets are up to date.
26. The profile stationing doesn't line up with the plan view on C206.
    A. Plans have been adjusted.
27. Are all bid items paid per unit?
    A. Bid items will be paid out as described in *7.1 Pay Notes*.
28. The contract time seems short for the amount of work. Can we get a contract extension?
    A. No. The wining contractor can submit a change order for more time if needed during construction.
29. Can we push back the date of the bid opening?
    A. Due to the funding source, we cannot push back the date of the bid opening.

# INSTRUCTION AND INFORMATION FOR BIDDERS

## 1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated February 17, 2023 and numbered from C100 (1) through C653 (40) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

## 2. TIME AND PLACE OF RECEIVING BIDS

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

## 3. PREPARATION OF BID FORM

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

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

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

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

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

## 4. EXAMINATION OF SITE, DRAWINGS, ETC

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

## 5. WITHDRAWAL OF BIDS

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

## 6. AGREEMENT AND BONDS

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

## 7. INTERPRETATION OF PLANS AND DOCUMENTS

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

## 8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

## 9. AWARD OF CONTRACT

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

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

## 10. OPENING OF BIDS

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

## 11. COMPARISON OF BIDS

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

## 12. BID GUARANTY

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

## 13. CONTRACT DOCUMENTS

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

## 14. TIME ELEMENT

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

## 15. PAYMENTS

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

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

Revised February 2023

# PROPOSAL

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

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

**Project Name: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04**

**Project Number: PU22-02**

| **Base Bid: Miscellaneous Items** | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 1 LS | Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M1) | $_____ | $_____ |
| 2) | 1 EA | Relocate Mailbox Foundation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M2) | $_____ | $_____ |
| 3) | 1 LS | Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M3) | $_____ | $_____ |
| 4) | 1 LS | Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M4) | $_____ | $_____ |
| 5) | 1 LS | Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M5) | $_____ | $_____ |

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 6) | N/A | Material Mark-up, complete and in place, for the sum of:<br>_____percent.<br>(Pay Note M6) | %_____ | $_N/A_____ |
| 7) | N/A | Labor Mark-up (Regular Work Hours), complete and in place, for the sum of:<br>_____percent.<br>(Pay Note M7) | %_____ | $_N/A_____ |
| 8) | N/A | Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of:<br>_____percent.<br>(Pay Note M8) | %_____ | $_N/A_____ |
| **Total Miscellaneous Items 1-8** | | $_____ | | |

| Base Bid: Demolition Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 2 AC | Preparation of Right-of-Way, complete and in place, for the sum of: _____dollars and _____cents per acre. (Pay Note D1) | $_____ | $_____ |
| 2) | 144 LF | Removal & Disposal of Existing Water Main, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D2) | $_____ | $_____ |
| 3) | 11.3 CY | Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D3) | $_____ | $_____ |
| 4) | 5,596 SY | Removal & Dispose of Existing Asphalt, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4) | $_____ | $_____ |
| 5) | 553 SY | Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5) | $_____ | $_____ |
| 6) | 138 SY | Removal & Dispose of Existing Unclassified Gravel / Caliche, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6) | $_____ | $_____ |
| 7) | 227 LF | Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D7) | $_____ | $_____ |

| Base Bid: Demolition Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | 164 LF | Removal & Disposal of Existing Fence, complete and in place, for the sum of:<br>_____dollars<br>and _____cents<br>per linear foot. (Pay Note D8) | $_____ | $_____ |
| **Total Demolition Items 1-8** | | $_____ | | |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 90 LF | 6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1) | $_____ | $_____ |
| 2) | 1,228 LF | 8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1) | $_____ | $_____ |
| 3) | 188 LF | 12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1) | $_____ | $_____ |
| 4) | 4 EA | 6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2) | $_____ | $_____ |
| 5) | 8 EA | 8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2) | $_____ | $_____ |
| 6) | 2 EA | 12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2) | $_____ | $_____ |
| 7) | 3 EA | Fire Hydrant Assembly & Riser, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3) | $_____ | $_____ |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | 1 EA | 6" Dresser Coupling, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W4) | $_____ | $_____ |
| 9) | 2 EA | 12" Dresser Coupling, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W4) | $_____ | $_____ |
| 10) | 4 EA | 8" Dresser Coupling with 6" Reducer, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W5) | $_____ | $_____ |
| 11) | 15 EA | Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W6) | $_____ | $_____ |
| 12) | 6 EA | 1" Water Service Lateral, Connection & Water Meter Installation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W7) | $_____ | $_____ |
| 13) | 1,506 LF | Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W8) | $_____ | $_____ |
| **Total Water Items 1-13** | | $_____ | | |

| Base Bid: Paving Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 7,281 SY | Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1) | $_____ | $_____ |
| 2) | 80 SY | 6” Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2) | $_____ | $_____ |
| 3) | 692 TON | 2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3) | $_____ | $_____ |
| 4) | 112 SY | 6” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4) | $_____ | $_____ |
| 5) | 6,289 SY | 8” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4) | $_____ | $_____ |
| 6) | 1,258 GAL | Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P5) | $_____ | $_____ |
| 7) | 629 GAL | Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6) | $_____ | $_____ |

| Base Bid: Paving Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | 200 SY | 6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7) | $_____ | $_____ |
| 9) | 336 SY | 6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8) | $_____ | $_____ |
| 10) | 32 SY | 6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9) | $_____ | $_____ |
| 11) | 35 SY | 6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10) | $_____ | $_____ |
| 12) | 2,851 LF | Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11) | $_____ | $_____ |
| 13) | 678 LF | Type D Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11) | $_____ | $_____ |
| 14) | 232 LF | Transition to Lay Down Curb, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12) | $_____ | $_____ |

| Base Bid: Paving Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 15) | 40 SY | Type 4 Concrete Diagonal Curb Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13) | $_____ | $_____ |
| 16) | 355 SY | 4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P14) | $_____ | $_____ |
| 17) | 5 EA | Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P15) | $_____ | $_____ |
| 18) | 9 EA | Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P15) | $_____ | $_____ |
| 19) | 2 EA | Meter Box Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P16) | $_____ | $_____ |
| **Total Paving Items 1-19** | | $_____ | | |

| **Bid Price For:** | |
|---|---|
| 1. Miscellaneous Items | $_____ |
| 2. Demolition Items | $_____ |
| 3. Water Items | $_____ |
| 4. Paving Items | $_____ |
| **Total Price** | $_____ |

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _120_ calendar days after receipt of notice to proceed.

**PUBLIC INFORMATION**

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

_____dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

# PAY NOTES

## City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04

| Bid Item | | Pay Quantity Note |
|---|---|---|
| *Miscellaneous Items* | | |
| 1 | Mobilization | M1 |
| 2 | Relocate Mailbox Foundation | M2 |
| 3 | Erosion/Sediment Control | M3 |
| 4 | Traffic Control | M4 |
| 5 | Job Site Safety | M5 |
| 6 | Material Mark-up | M6 |
| 7 | Labor Mark-up (Regular Work Hours) | M7 |
| 8 | Equipment Rental Mark-up (Non-Standard Equipment Only) | M8 |
| *Demolition Items* | | |
| 1 | Preparation of Right-of-Way | D1 |
| 2 | Removal & Disposal of Existing Water Main | D2 |
| 3 | Flowable Fill for Existing Pipes Abandoned In Place | D3 |
| 4 | Removal & Disposal of Existing Existing Asphalt | D4 |
| 5 | Removal & Disposal of Existing Unclassified Concrete Pavement | D5 |
| 6 | Removal & Disposal of Existing Unclassified Gravel / Caliche | D6 |
| 7 | Removal & Disposal of Existing Concrete Curb & Gutter | D7 |
| 8 | Removal & Disposal of Existing Unclassified Fence | D8 |
| *Water Items* | | |
| 1 | 6" AWWA C-900 DR18, PVC, Water Main | W1 |
| 2 | 8" AWWA C-900 DR18, PVC, Water Main | W1 |
| 3 | 12" AWWA C-900 DR18, PVC, Water Main | W1 |
| 4 | 6" Gate Valve & Box (MJxMJ/FL) | W2 |
| 5 | 8" Gate Valve & Box (MJxMJ/FL) | W2 |
| 6 | 12" Gate Valve & Box (MJxMJ/FL) | W2 |
| 7 | Fire Hydrant Assembly & Riser | W3 |
| 8 | 6" Dresser Coupling | W4 |
| 9 | 12" Dresser Coupling | W4 |
| 10 | 8" Dresser Coupling with 6" Reducer | W5 |
| 11 | Ductile Iron Fittings | W6 |
| 12 | 1" Water Service Lateral, Connection & Water Meter Installation | W7 |
| 13 | Open Trenching of Water Main | W8 |

*Paving Items*

| | | |
|---|---|---|
| 1 | Subgrade Preparation (Depth ≤ 8") | P1 |
| 2 | 6" Jointed Concrete Pavement | P2 |
| 3 | 2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick) | P3 |
| 4 | 6" Flexible Base (Type A, Grade 4) | P4 |
| 5 | 8" Flexible Base (Type A, Grade 4) | P4 |
| 6 | Bituminous Prime Coat (MC-30, 0.20 Gal / SY) | P5 |
| 7 | Tack Coat (MC-30, 0.10 Gal / SY) | P6 |
| 8 | 6" Concrete Fillet | P7 |
| 9 | 6" Concrete Valley Gutter | P8 |
| 10 | 6" Concrete Alley Approach | P9 |
| 11 | 6" Residential Concrete Driveway Approach | P10 |
| 12 | Type A Concrete Curb & Gutter | P11 |
| 13 | Type D Concrete Lay Down Curb & Gutter | P11 |
| 14 | Transition to Lay Down Curb | P12 |
| 15 | Type 4 Concrete Diagonal Curb Ramp | P13 |
| 16 | 4" Concrete Sidewalk | P14 |
| 17 | Manhole Ring & Cover Adjustment | P15 |
| 18 | Water Valve Box Ring & Cover Adjustment | P15 |
| 19 | Meter Box Adjustment | P16 |

# PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for Mobilization per the construction drawings and TxDOT Standard Specifications Item 500 'Mobilization'. Mobilization shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M2 Includes the necessary equipment, labor, materials, and incidentals to Relocate Mailbox Foundation per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each existing mailbox foundation removed and new mailbox foundation set.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Erosion/Sediment Control per the construction drawings and TxDOT Standard Specifications Item 506 'Temporary Erosion, Sedimentation, and Environmental Controls'. Erosion/Sediment Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Traffic Control per the construction drawings and TxDOT Standard Specifications Item 502 'Barricades, Signs, and Traffic Handling.' Traffic Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. Job Site Safety shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M6 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M8 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, and including all clearing, grubbing, tree removal, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Gravel / Caliche per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and gravel / caliche material is to be removed in its entirety. No additional compensation will be made for increased gravel / caliche depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D8 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all gates, columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly and Riser per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling and Reducer per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Nuts, bolds, glands, and other associated accessories are considered subsidiary to the the fitting. Measurement and payment to be made per each fitting.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection, Lateral, and/or Water Meter Installation per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box, including all excavation, embedment, backfill, polyethylene service line or other pipe and all appurtenances. Measurement and payment to be made per each connection, lateral or water meter installed. The new water meter will be provided by the City of Midland.

W8 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

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

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Jointed Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P4 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

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

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

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

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

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Transition to Lay Down Curb per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 4 Concrete Diagonal Curb Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

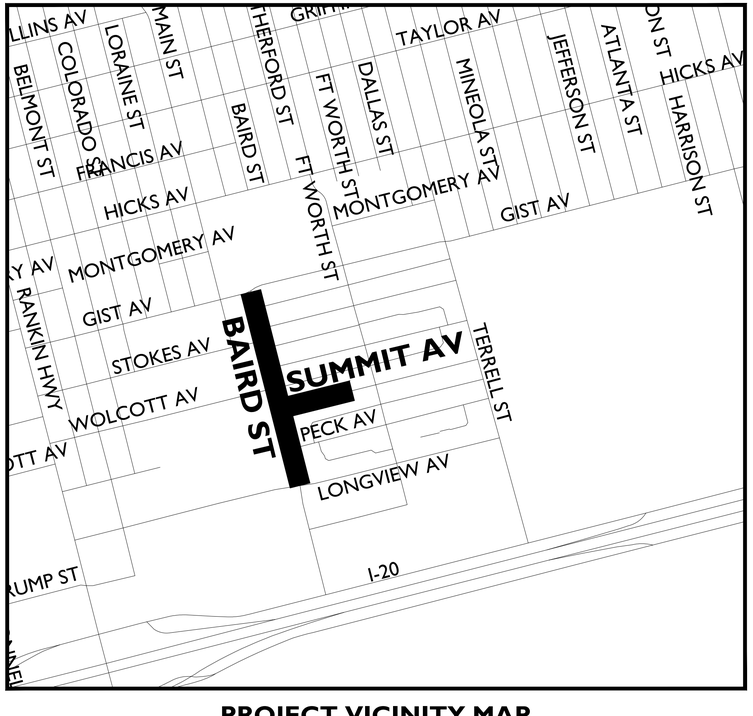
P16 Includes the necessary equipment, labor, materials, and incidentals for Meter Box & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

| FINAL PLANS | |
|---|---|
| CONTRACTOR: | |
| DATE CONTRACTOR BEGAN WORK: | |

| AS BUILT | |
|---|---|
| DATE WORK WAS COMPLETED: | |
| FINAL CONTRACT COST: | |
| PROJECT CLOSEOUT DATE: | |

MIDLAND
Engineering Services

# CITY OF MIDLAND PAVING, ALLEYS, STREETS & SIDEWALKS 04
# PROJECT NUMBER: PU22-02




**PROJECT VICINITY MAP**
NOT TO SCALE

| SHEET LIST TABLE | |
|---|---|
| Sheet Number | Sheet Title |
| C100 | COVER SHEET |
| C101A | QUANTITIES |
| C101B | QUANTITIES |
| C102 | GENERAL NOTES |
| C103 | GENERAL NOTES |
| C110 | BAIRD ST. EXISITING TOPOGRAPHY |
| C111 | SUMMIT AVE. EXISTING TOPOGRAPHY |
| C130 | BAIRD ST. EROSION CONTROL PLAN |
| C131 | SUMMIT AVE. EROSION CONTROL PLAN |
| C140A | S. BAIRD ST. DEMOLITION PLAN |
| C140B | S. BAIRD ST. DEMOLITION PLAN |
| C140C | S. BAIRD ST. DEMOLITION PLAN |
| C141A | SUMMIT AVE. DEMOLITION PLAN |
| C200 | TYPICAL SECTIONS |
| C201 | BAIRD ST. MASTER LAYOUT |
| C202 | BAIRD ST. PLAN AND PROFILE |
| C203 | BAIRD ST. PLAN AND PROFILE |
| C204 | ALLEY A PLAN AND PROFILE |
| C205 | BAIRD ST. PLAN AND PROFILE |
| C206 | BAIRD ST. PLAN AND PROFILE |
| C207 | SUMMIT AVE. MASTER LAYOUT |
| C208 | SUMMIT AVE. PLAN AND PROFILE |
| C250 | PAVING DETAILS |
| C251 | PAVING DETAILS |
| C252 | PAVING DETAILS |
| C300 | QUANTITIES |
| C301 | BAIRD ST. UTILITY GENERAL NOTES |
| C302 | BAIRD ST. UTILITY GENERAL NOTES |
| C401 | BAIRD ST. UTILITY EROSION CONTROL PLAN |
| C402 | BAIRD ST. UTILITY EROSION CONTROL DETAILS |
| C501 | BAIRD ST. UTILITY DEMOLITION PLAN |
| C601 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C602 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C603 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C604 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C605 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C650 | BAIRD ST. UTILITY DETAILS |
| C651 | BAIRD ST. UTILITY DETAILS |
| C652 | BAIRD ST. UTILITY DETAILS |
| C653 | BAIRD ST. UTILITY DETAILS |

MAYOR

**LORI BLONG**

COUNCIL MEMEBERS

| | |
|---|---|
| **SCOTT DUFFORD** | **DISTRICT 1** |
| **JOHN NORMAN** | **DISTRICT 2** |
| **JACK LADD** | **DISTRICT 3** |
| **AMY STRETCHER BURKES** | **DISTRICT 4** |
| **ROBIN POOLE** | **AT LARGE** |
| **DAN CORRALES** | **AT LARGE** |

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICE DIRECTOR
JOSE E. ORTIZ, PE
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL shall not prevent the City Attorney or City Manager from requiring the correction of errors in the construction drawings and other data submitted to the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department may revoke any APPROVAL issued under which any infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction.


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| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRYCE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

**COVER SHEET**
**COMPASS 04**
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
**C100**


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⚠

SUMMARY OF DEMOLITION ITEMS

| | REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED GRAVEL/ CALICHE | REMOVAL & DISPOSAL OF UNCLASSIFIED CONCRETE PAVEMENT | REMOVAL & DISPOSAL OF EXISTING ASPHALT | REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER | DEMOLISH EXISTING FENCE |
|---|---|---|---|---|---|
| UNIT | SY | SY | SY | LF | LF |
| DEPTH | VARIES | VARIES | 2"–4" | – | – |
| RATE | – | – | – | – | – |
| SHEET C140A | – | 41 | 1,645 | 71 | 88 |
| SHEET C140B | 138 | 187 | 1,336 | 21 | – |
| SHEET C140C | – | 242 | 1,778 | 134 | 76 |
| | | | | | |
| | | | | | |
| | | | | | |
| SHEET C141A | – | 83 | 836 | – | – |
| | | | | | |
| TOTALS: | 138 | 553 | 5,596 | 227 | 164 |

⚠

SUMMARY OF PAVING ITEMS

| | SUBGRADE PREPARATION | 6" CONCRETE ALLEY APPROACH | 6" JOINTED CONCRETE PAVEMENT | 6" CONCRETE DRIVEWAY APPROACH | 2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70–22) | 8" FLEXIBLE BASE (TYPE A, GRADE 4) (STREETS& ALLEYS) | 6" FLEXIBLE BASE (TYPE A, GRADE 4) (ALLEY APPROACHES) | BITUMINOUS PRIME COAT (MC–30) | BITUMINOUS TACK COAT (MC–30) | TYPE A CONCRETE CURB & GUTTER | TYPE D CONCRETE LAYDOWN CURB & GUTTER | TRANSITION TO LAY–DOWN CURB |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| UNIT | SY | SY | SY | SY | TON | SY | SY | GAL | GAL | LF | LF | LF |
| DEPTH | 6–8" TYP. | – | 6" | 6" | 2" | 8" | 6" | – | – | 6" | 2" | – |
| RATE | – | – | – | – | 220 LBS/SY | – | – | 0.20 GAL/SY | 0.10 GAL/SY | – | – | – |
| SHEET C202 | 1,562 | – | – | | 158 | 1,440 | – | 288 | 144 | 666 | 187 | 50 |
| SHEET C203 | 1,496 | | – | 35 | 143 | 1,303 | – | 261 | 130 | 695 | 182 | 70 |
| SHEET C204 | 112 | 32 | 80 | – | – | – | 112 | – | – | – | – | – |
| SHEET C205 | 1,892 | | – | – | 201 | 1,831 | – | 366 | 183 | 1,078 | 91 | 40 |
| SHEET C206 | 600 | – | – | – | 56 | 505 | – | 101 | 51 | 8 | – | – |
| | | | | | | | | | | | | |
| SHEET C208 | 1,619 | – | – | | 133 | 1,209 | – | 242 | 121 | 404 | 217 | 72 |
| | | | | | | | | | | | | |
| TOTALS: | 7,281 | 32 | 80 | 35 | 692 | 6,289 | 112 | 1,258 | 629 | 2,851 | 678 | 232 |

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The APPROVAL of these plans by the City Engineer authorizes the Applicant to be real estate agent for the City of Midland for the purposes of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS preceding its give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the plans or specifications, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans or specifications when found to be in violation of the City Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| BY | APPR. | DATE |
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| REVISIONS | | |
|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRECE ALBERT - 02/16/2023 | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# QUANTITIES

## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
C101A

## SUMMARY OF PAVING ITEMS

| | 6" CONCRETE VALLEY GUTTER | 6" CONCRETE FILLET | TYPE 4 CONCRETE DIAGONAL CURB RAMP | 4" CONCRETE SIDEWALK | ADJUST EXISTING WATER VALVES | ADJUST EXISTING WATER METER | ADJUST EXISTING WASTEWATER MANHOLE | PROTECT EXISTING LIGHT POLE IN PLACE | RELOCATE EXISTING TRAFFIC SIGN | RELOCATE EXISTING MAIL BOX |
|---|---|---|---|---|---|---|---|---|---|---|
| UNIT | SY | SY | SY | SY | EA | EA | EA | EA | EA | EA |
| DEPTH | – | – | 4" | 4" | – | – | – | – | – | |
| RATE | – | – | – | – | – | – | – | – | – | – |
| SHEET C202 | 73 | 48 | 11 | – | 1 | – | – | 1 | 2 | – |
| SHEET C203 | 147 | 49 | – | – | 2 | – | 3 | – | 1 | – |
| SHEET C204 | – | – | – | – | – | – | – | – | – | – |
| SHEET C205 | 36 | 25 | 29 | – | – | 1 | 1 | – | 2 | 1 |
| SHEET C206 | 42 | 53 | – | – | 4 | – | 1 | – | – | – |
| | | | | | | | | | | |
| SHEET C208 | 37 | 25 | – | 355 | 2 | 1 | – | – | 1 | – |
| | | | | | | | | | | |
| TOTALS: | 336 | 200 | 40 | 355 | 9 | 2 | 5 | 1 | 6 | 1 |

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CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services shall not be liable for any damages for any work done in any infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| | |
|---|---|
| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

# QUANTITIES

## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
C101B

# GENERAL NOTES

**BENCHMARK:**

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

**GENERAL:**

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT S. BAIRD STREET, LONGVIEW AVENUE AND SUMMIT AVENUE. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
3. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
5. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
6. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
7. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
8. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
9. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
11. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
12. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
13. MATERIAL STORAGE IS TO BE PLACED IN THE WORK ZONE IDENTIFIED IN THE APPROVED TRAFFIC CONTROL PLAN.
14. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

**DEMOLITION NOTES:**

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

**EROSION CONTROL:**

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN EXCAVATIONS. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
18. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
19. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
20. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
21. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| 1 | PRE-BID COMMENTS FROM BRECE ALBERT - 02/16/2023 | | | |

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GENERAL NOTES
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C102

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# GENERAL NOTES

## EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

## CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

## PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
8. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C140A - C142A.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C140A - C142A.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 37'.
24. LAY-DOWN OPERATIONS:
    - 24.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
    - 24.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
    - 24.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
    - 24.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
    - 24.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
    - 24.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 | | | |

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CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

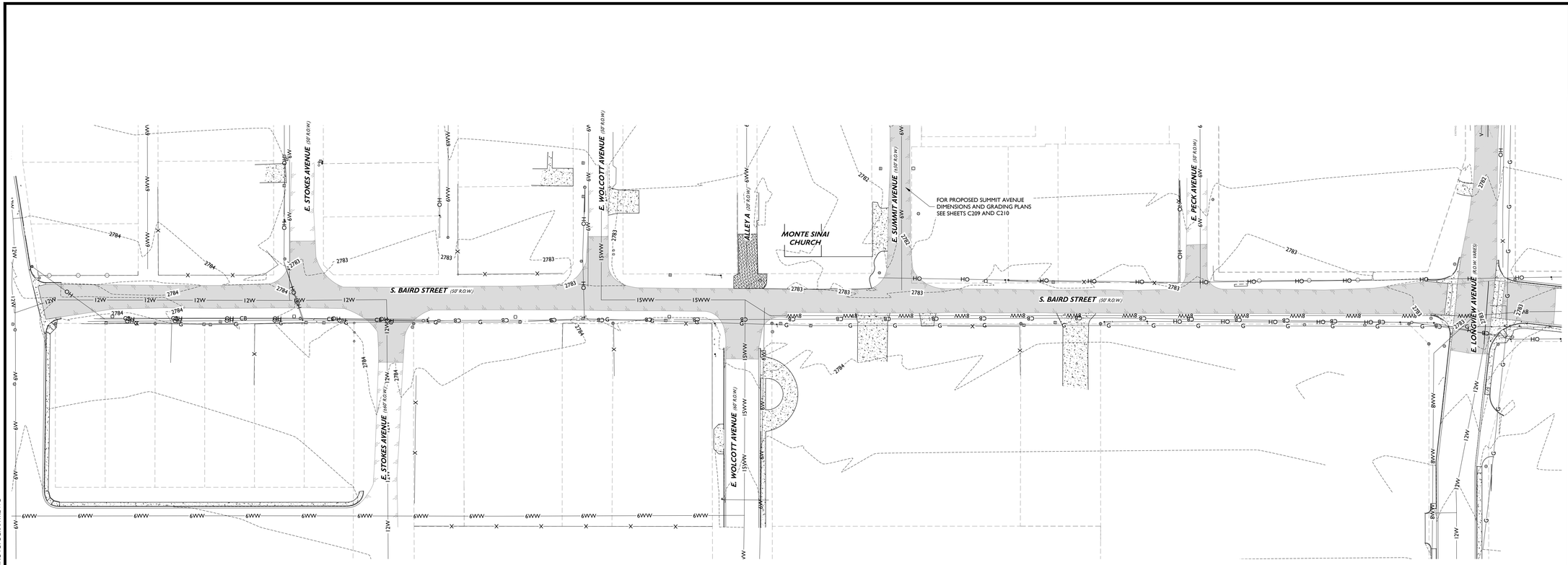
GENERAL NOTES
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C103

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0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 | | | |

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APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# BAIRD ST. EXISITING TOPOGRAPHY

## COMPASS 04

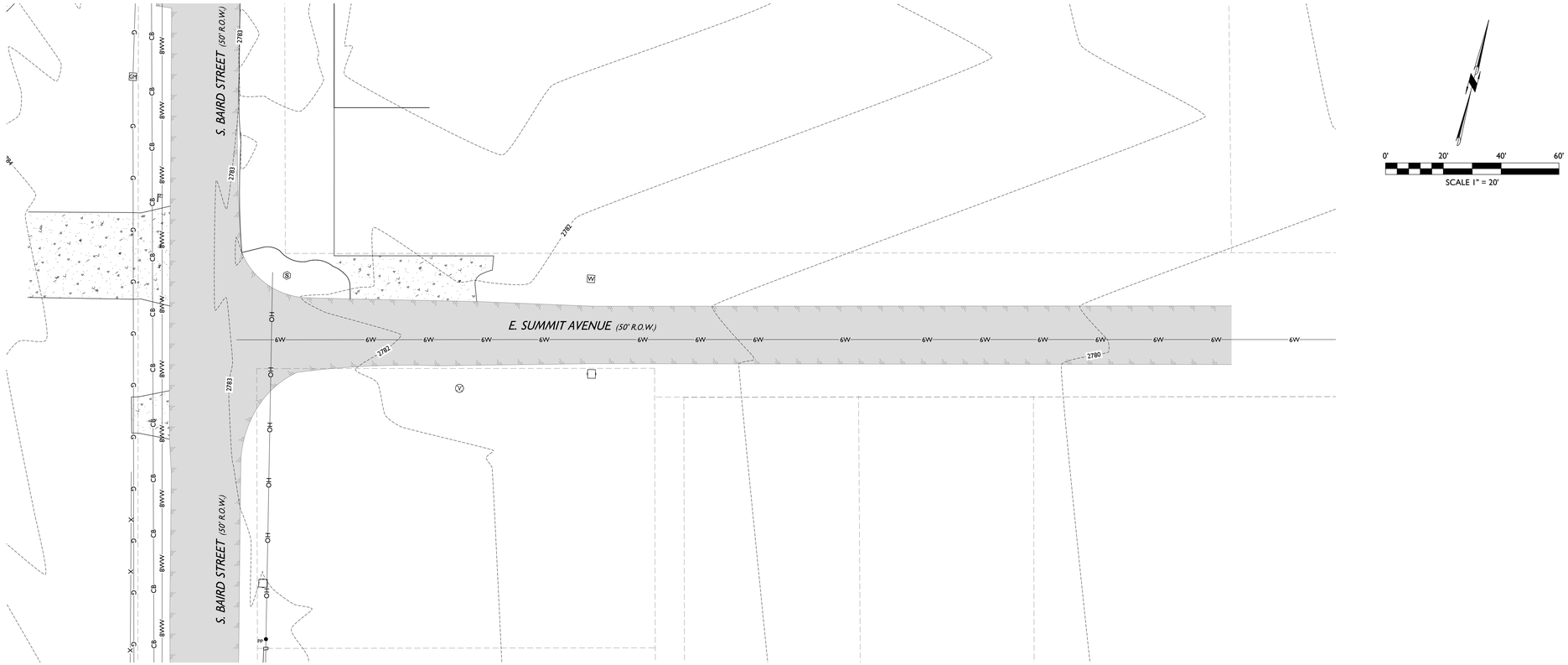
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C110

F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C110 BAIRD ST EXISITING TOPOGRAPHY.DWG

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## LEGEND

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CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 | | | |

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CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

**SUMMIT AVE. EXISTING TOPOGRAPHY**

**COMPASS 04**

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

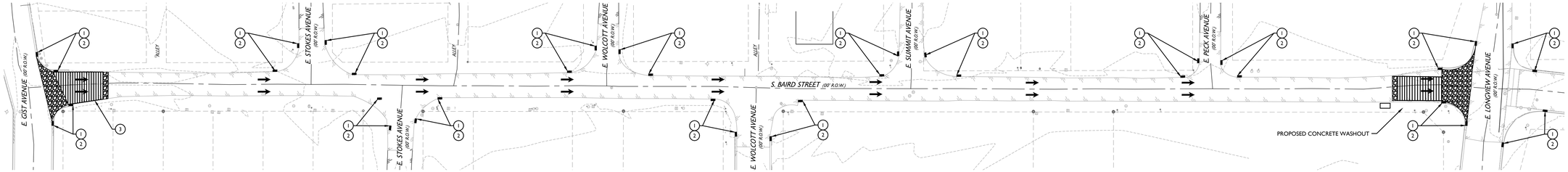
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
01/23/2023

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C111 SUMMIT AVE EXISTING TOPOGRAPHY.DWG

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0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING DUMPSTER
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT

**PERMANENT BMP CONSTRUCTION NOTES:**

1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES/BMP'S AND MAINTAIN AT ALL TIMES .
2. INSPECT ALL EROSION CONTROL MEASURES/BMP'S PRIOR TO RAIN EVENT TO ENSURE THEY WILL WORK AS INTENDED, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. CONSIDER INSTALL RUMBLE PLATES TO MINIMIZE TRACK OUT IN THE STREETS IN THE AREAS OF PROJECT.

**NOTE:**

CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

THIS PROJECT IS CONSIDERED LINEAR AND THEREFORE REQUIRES PROPER DOCUMENTATION TO BE FILED TO CITY OF MIDLAND. DOCUMENTATION INCLUDES CONSTRUCTION SITE NOTICE OR NOTICE OF INTENT (PLEASE TCEQ REQUIREMENTS FOR LARGE AND SMALL SITES) WILL REQUIRE PREPARED SWPPP. SUBMIT DOCUMENTATION 7 DAYS BEFORE WORK BEGINS ON THIS PROJECT.

EROSION CONTROL INSPECTION WILL BE REQUIRED AFTER INSTALLATION. REQUEST INSPECTION AT (MDWILLIAMS@MIDLANDTEXAS.GOV)

**GENERAL NOTES:**

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 | | | |

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| DRAWN BY: | MAL | DATE: | 08/05/2022 |
| CHECKED BY: | MAL | JOB: | 220077 |
| APPROVED BY: | ALM | | |

# BAIRD ST. EROSION CONTROL PLAN

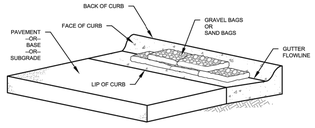
## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C130

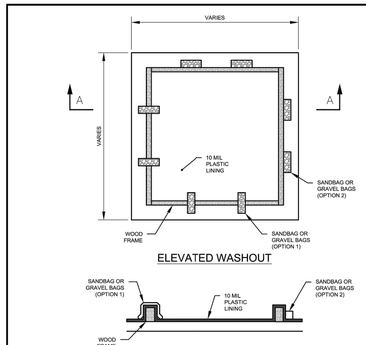
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NOTES:

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

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




ELEVATED WASHOUT

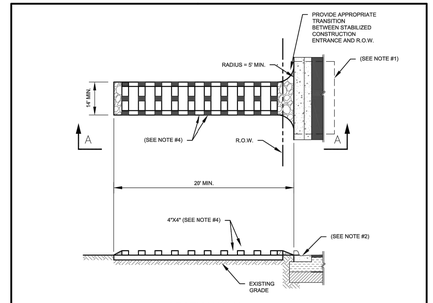



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: JEO | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: COMPASS | SCALE: NTS | DETAIL: |
| CONCRETE WASHOUT OPTION 3 | | | 715 |




SECTION 'A-A'

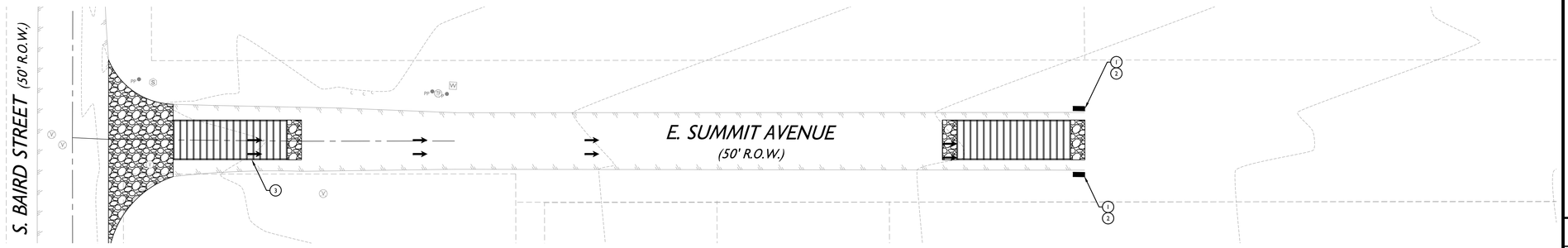
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN TWENTY (20) FEET.
4. BOARDS TO ALL BE 4"X4" WOOD BOARDS IN GOOD CONDITION. PLACE BOARDS ON BOTTOM LAYER TO RUN ALONG ENTRYWAY WITH 2.0' SPACING BETWEEN BOARDS. PLACE BOARDS ON TOP LAYER TO RUN ACROSS ENTRYWAY WITH 4.0" SPACING BETWEEN BOARDS. BOLT BOARDS ON TOP LAYER TO BOARDS ON BOTTOM LAYER.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| STABILIZED CONSTRUCTION ENTRANCE OPTION 2 | | | 702 |


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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C130 BAIRD ST EROSION CONTROL PLAN.DWG






0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING DUMPSTER
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT

**PERMANENT BMP CONSTRUCTION NOTES:**

1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES/BMP'S AND MAINTAIN AT ALL TIMES .
2. INSPECT ALL EROSION CONTROL MEASURES/BMP'S PRIOR TO RAIN EVENT TO ENSURE THEY WILL WORK AS INTENDED. GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. CONSIDER INSTALL RUMBLE PLATES TO MINIMIZE TRACK OUT IN THE STREETS IN THE AREAS OF PROJECT.

**NOTE:**

CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

THIS PROJECT IS CONSIDERED LINEAR AND THEREFORE REQUIRES PROPER DOCUMENTATION TO BE FILED TO CITY OF MIDLAND. DOCUMENTATION INCLUDES CONSTRUCTION SITE NOTICE OR NOTICE OF INTENT (PLEASE TCEQ REQUIREMENTS FOR LARGE AND SMALL SITES) WILL REQUIRE PREPARED SWPPP. SUBMIT DOCUMENTATION 7 DAYS BEFORE WORK BEGINS ON THIS PROJECT.

EROSION CONTROL INSPECTION WILL BE REQUIRED AFTER INSTALLATION. REQUEST INSPECTION AT (MDWILLIAMS@MIDLANDTEXAS.GOV)

**GENERAL NOTES:**

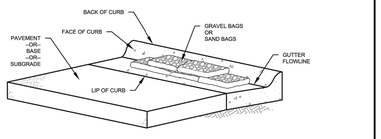
1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

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

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

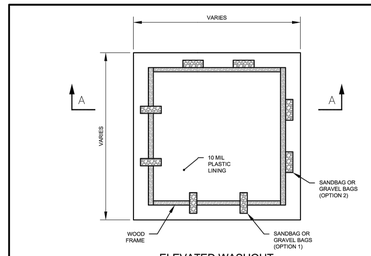
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction are void. The Director of Engineering may require that the construction drawings and other data submitted to the Engineering Services Department be changed to comply with the Engineering Services Department there regarding the correction of errors in the construction drawings and other data. The Director of Engineering may require modifications in the proposed construction of infrastructure where such infrastructure is in violation of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other adopted policy of the City of Midland jurisdiction.



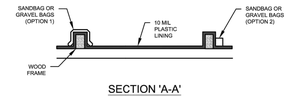

NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
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4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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




ELEVATED WASHOUT

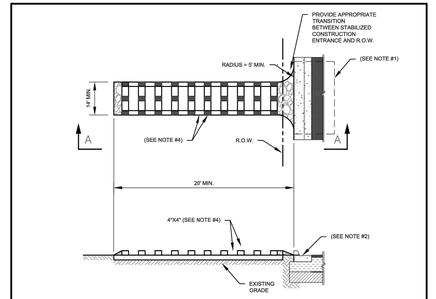



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
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| DRAWN: DPM | CHECKED: JCF | APPROVED: JEO | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: COMPASS | SCALE: NTS | DETAIL: |
| | CONCRETE WASHOUT OPTION 3 | | 715 |




SECTION 'A-A'

NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
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| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | STABILIZED CONSTRUCTION ENTRANCE OPTION 2 | | 702 |


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| BY | APPR. | DATE |
|---|---|---|
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| Δ | REVISIONS |
|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

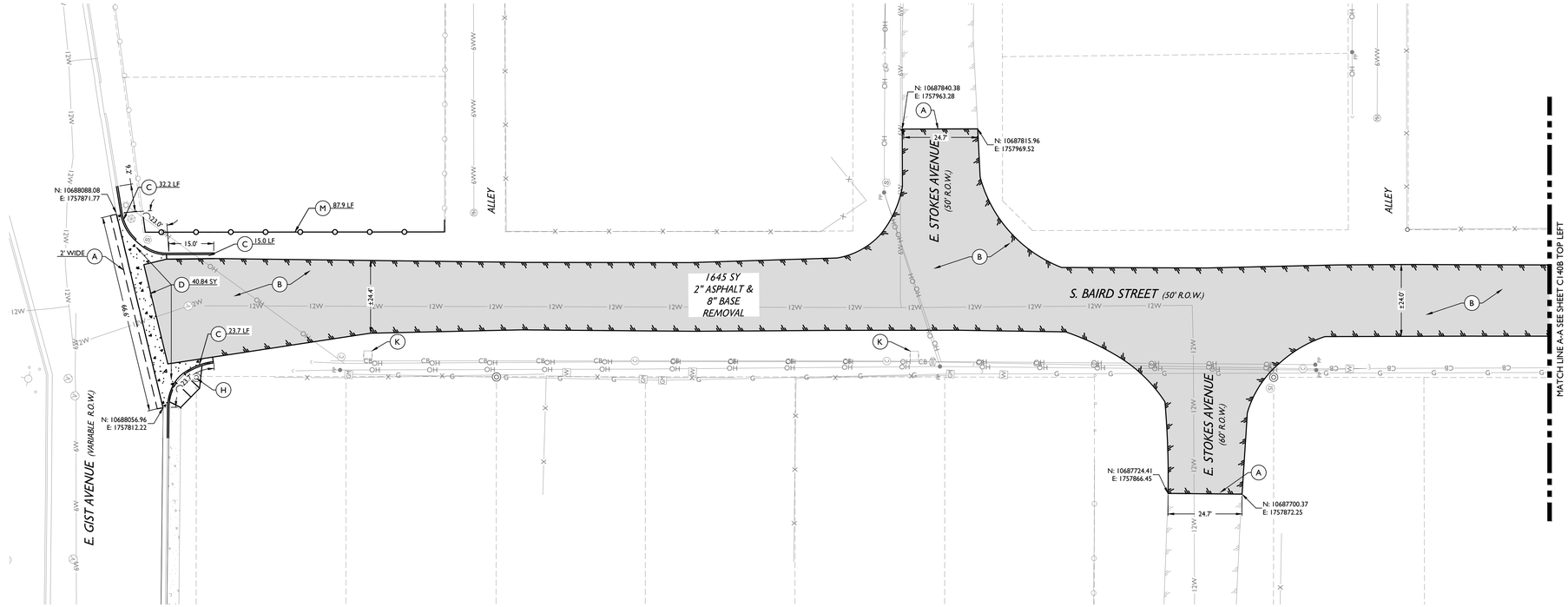
# SUMMIT AVE. EROSION CONTROL PLAN
# COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
**C131**

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIS\ TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C132 SUMMIT AVE EROSION CONTROL PLAN.DWG




## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

## DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING DRIVEWAY CONTRACTOR TO VERIFY SHOWN LIMITS IN FIELD.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT AND THE LIMITS SHOWN. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

K. APPROXIMATE LOCATION OF EXISTING DUMPSTERS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TRASH SERVICES FOR RELOCATION.

L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

N. PROTECT EXISTING DRIVEWAYS IN PLACE

CITY OF MIDLAND — APPROVED — 02/17/2023 — ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL shall not prevent the City to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. This APPROVAL shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to order the discontinuance of any infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

## GENERAL DEMO NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
- ALL EXISTING TREES NOTED FOR REMOVAL ON THIS SHEET MUST BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL ON THIS SHEET SHALL REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.
- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.

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

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| Δ | REVISIONS |
|---|---|
| 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# S. BAIRD ST. DEMOLITION PLAN

## COMPASS 04

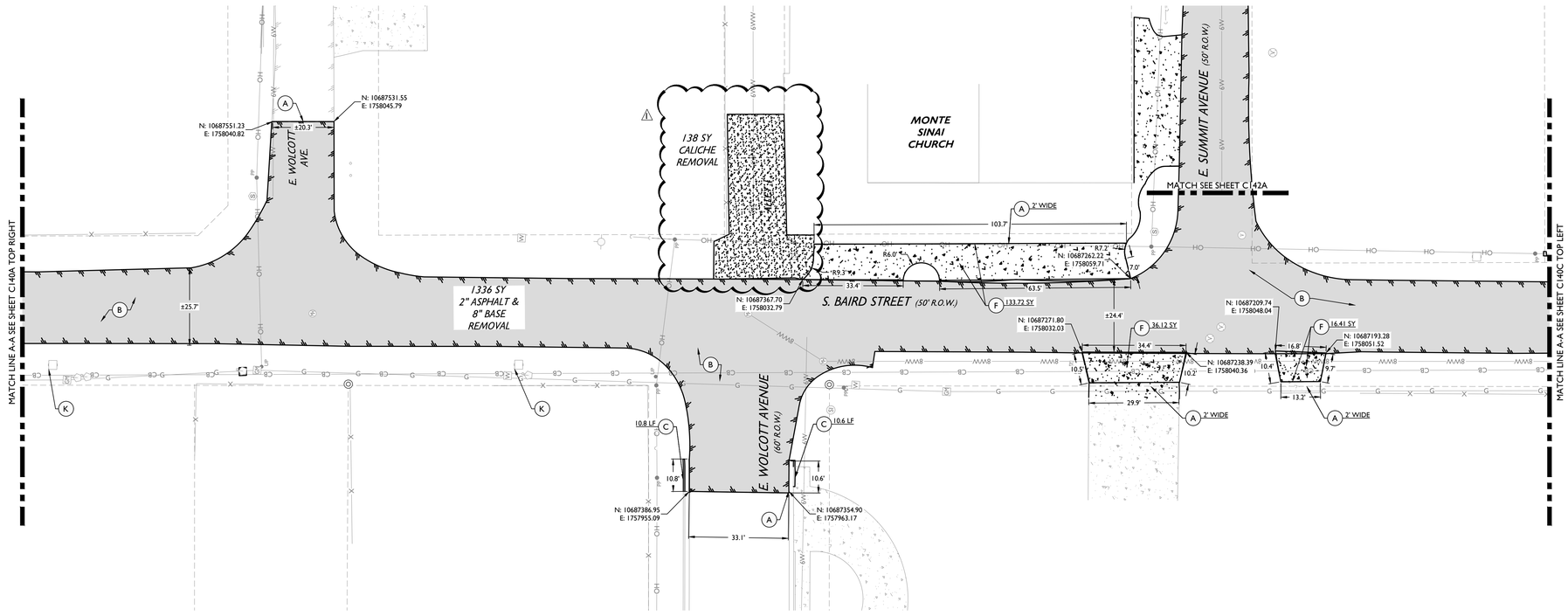
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C140A

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIS\TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C140A BAIRD ST DEMO PLAN.DWG




0' 20' 40' 60'

SCALE 1" = 20'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
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- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

## DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING DRIVEWAY CONTRACTOR TO VERIFY SHOWN LIMITS IN FIELD.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT AND THE LIMITS SHOWN. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

K. APPROXIMATE LOCATION OF EXISTING DUMPSTERS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TRASH SERVICES FOR RELOCATION.

L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

N. PROTECT EXISTING DRIVEWAYS IN PLACE

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The APPROVAL of any plan, profile, or construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements not in accordance with the City of Midland Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

## GENERAL DEMO NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
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| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# S. BAIRD ST. DEMOLITION PLAN

## COMPASS 04

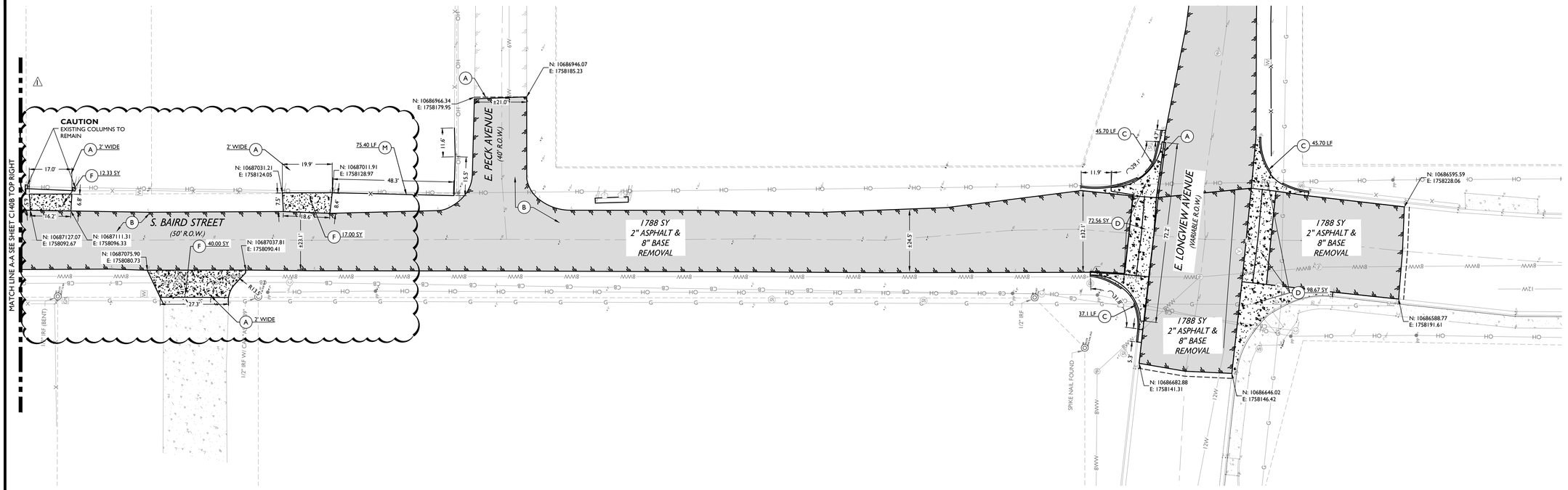
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C140B

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CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

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| 1 | PRE-BID COMMENTS FROM BRECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# S. BAIRD ST. DEMOLITION PLAN

## COMPASS 04

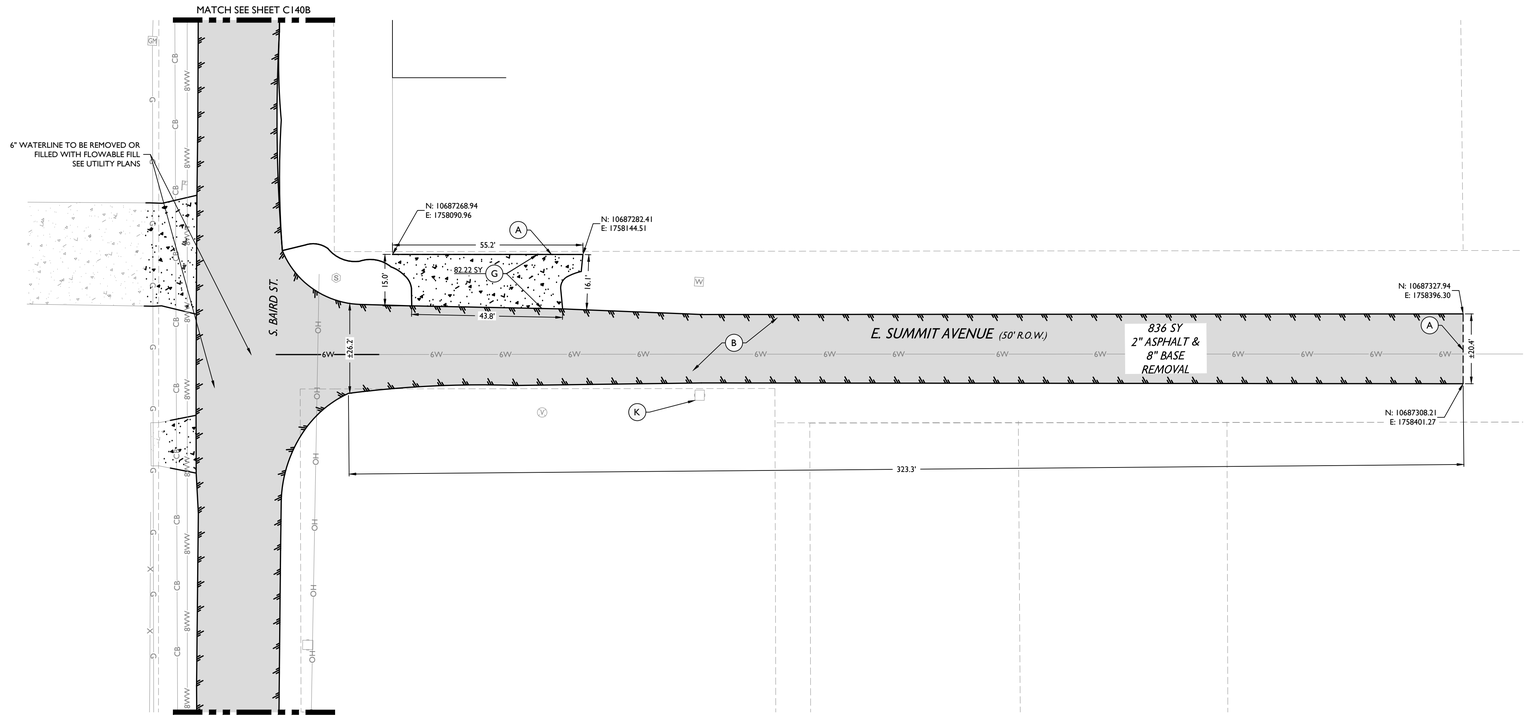
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

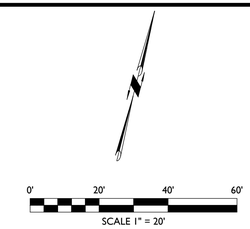
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SHEET C140C

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CITY OF MIDLAND TEXAS
APPROVED
02/17/2023
ENGINEERING

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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
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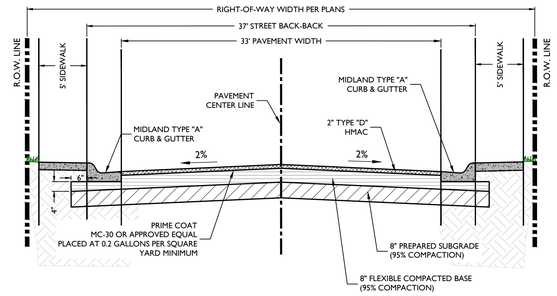
# SUMMIT AVE. DEMOLITION PLAN
## COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C141A

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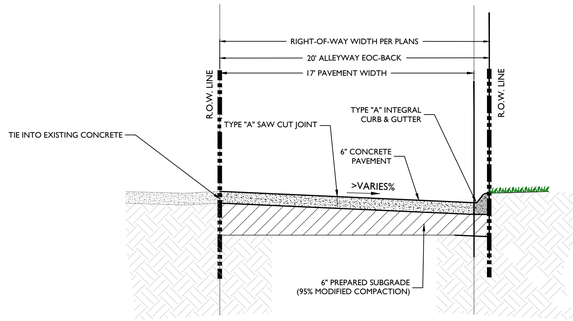
F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C142A SUMMIT AVE DEMO PLAN.DWG




## A CROSS-SECTION A-A' SCALE: N.T.S.

S. BAIRD STREET FROM STA. 0+00 TO STA. 14+39.81
E. SUMMIT AVENUE FROM STA. 0+00 TO STA. 03+52.99

PRIME COAT NOTE:
PRIME RATE IS 0.20 Gal/SY) FOR A PRIME COAT OF (AE-P) OR (MC-30).




## B CROSS-SECTION B-B' SCALE: N.T.S.

ALLEY 1 FROM STA. 0+00.00 TO STA. 0+40.09

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" 3600 PSI. USE FIBER-REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SAW-CUT JOINTS ARE TO BE LOCATED AT EVERY 10' SPACING ALONG THE CONCRETE PAVEMENT. SEAL ALL CONCRETE JOINTS
3. EXPANSION JOINTS ARE TO BE LOCATED AT EVERY 200' SPACING ALONG THE CONCRETE PAVEMENT. SEAL ALL CONCRETE JOINTS
4. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6"
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of the APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of a permit based on plans, construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements in violation of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRECE ALBERT - 02/16/2023 | | | |

| | |
|---|---|
| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

**TYPICAL SECTIONS**

**COMPASS 04**

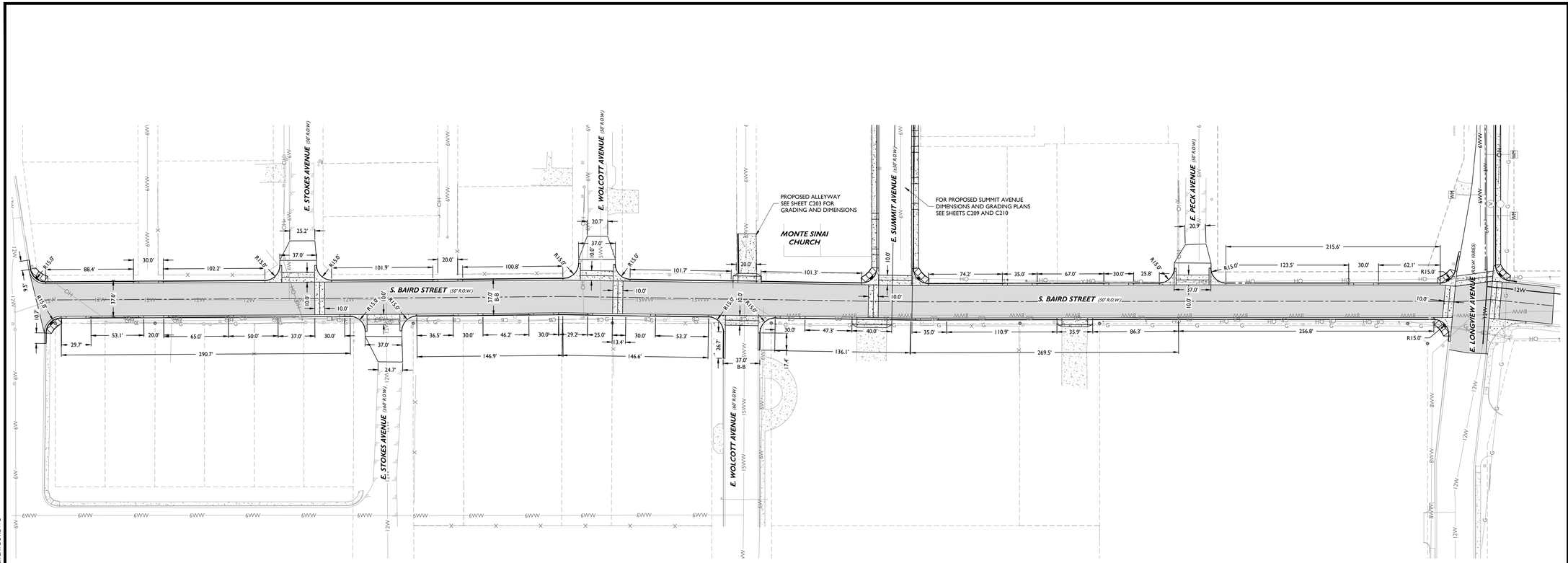
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET **C200**

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C200 TYPICAL SECTIONS-2.DWG




0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The approval of these APPROVED plans by the City Engineer shall not be construed to be an authorization to any violation of any of the provisions of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVED presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction plans does not prevent the Director of Engineering Services Department and not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction plans while work is in progress. The Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

| | |
|---|---|
| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

# BAIRD ST. MASTER LAYOUT

## COMPASS 04

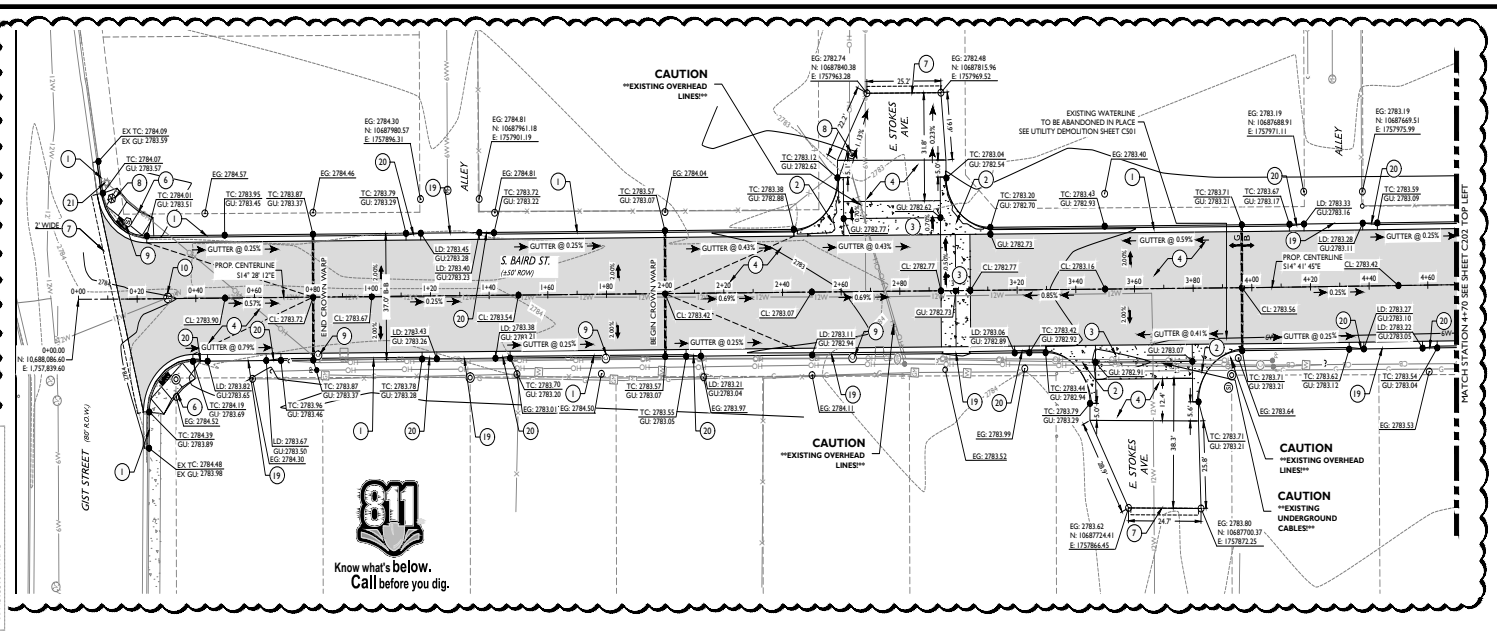
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
**C201**


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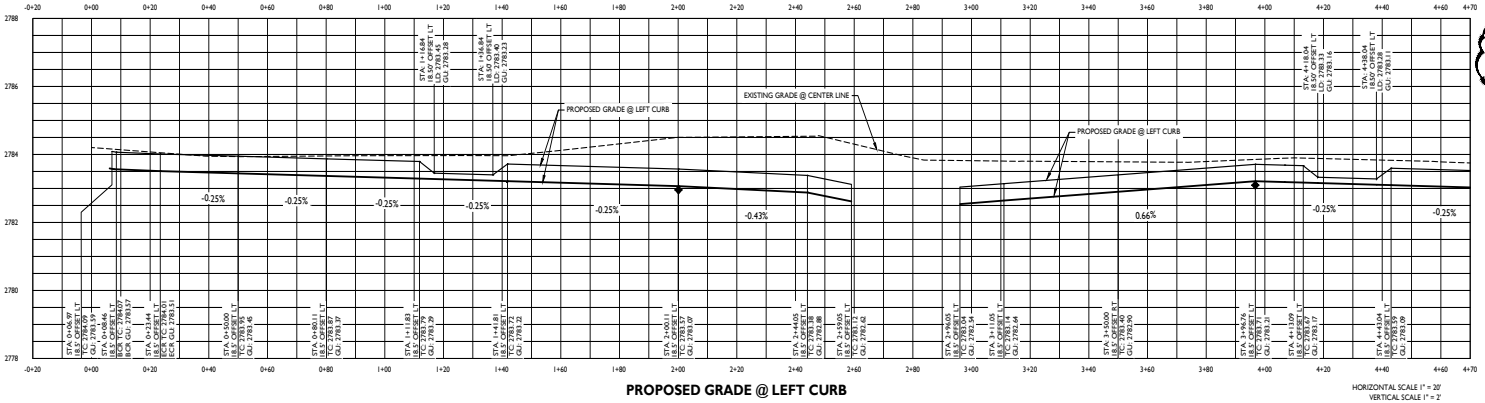



SCALE 1" = 20'

## LEGEND

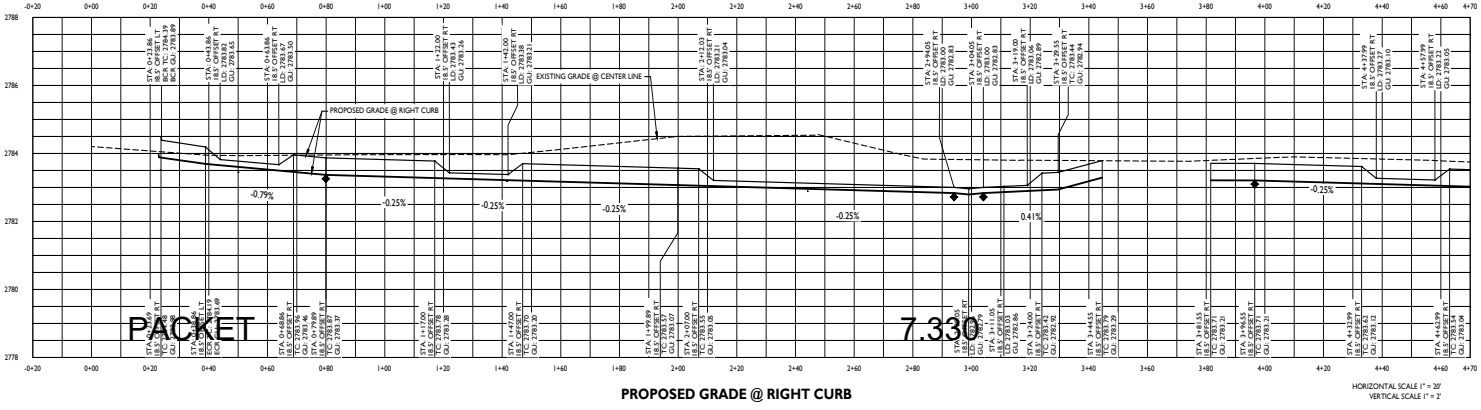
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
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- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

| | |
|---|---|
| EX TC | EXISTING TOP OF CURB |
| EX GU | EXISTING GUTTER LINE |
| TC | TOP OF CURB |
| GU | GUTTER LINE |
| EG | EDGE OF ASPHALT |
| FG | FINISHED GROUND |
| GB | GRADE BREAK |
| SW | SIDEWALK |
| | DENOTES GRADE BREAK |




**PROPOSED GRADE @ LEFT CURB**

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'




**PROPOSED GRADE @ RIGHT CURB**

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'

### PAVING NOTES

Typ. (1) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C250.

2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.

3. CONSTRUCT 10' WIDE VALLEY GUTTER UNLESS OTHERWISE NOTED PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.

4. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DRAWING 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C251. SEE DETAIL A, SHEET C200 FOR TYPICAL SECTION.

5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C252.

6. CONSTRUCT HANDICAP RAMP PER DRAWINGS 229, 230, 231, 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C250 & C251. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS.

7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.

8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.

9. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING WATER METER BOX AND WATER VALVES. CONTRACTOR NEEDS TO COORDINATE RELOCATION OF MAIL BOXES WITH USPS AND APPROPRIATE AUTHORITIES. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE TRASH BINS. CONTRACTOR TO RELOCATE FIRE HYDRANTS ACCORDING TO COM UEP05. RELOCATION WILL OCCUR BEFORE CONSTRUCTION.

CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF EXISTING POWER POLE, STREET LIGHT, GAS METER, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.

10. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.

11. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.

12. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DRAWINGS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.

13. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (SUPERELEVATION) PER CROSS-SECTION C-C, SHEET C253.

14. CONSTRUCT 2' WIDE RIBBON CURB PER DETAIL 1, SEE SHEET C252.

15. CONSTRUCT STANDARD ((INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.

16. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT CONCRETE STREET INTERSECTION PER DRAWING 202 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C252.

17. NOT USED.

18. CONSTRUCT SUPER-ELEVATED CONCRETE ALLEY WAY EDGE OF CONCRETE AT THE FACE OF EXISTING BUILDING (LENGTH PER PLANS) GRADE TO DRAIN TO EXISTING DRAINAGE. SEE DETAIL 03, SHEET C252 FOR THICKENED EDGE DETAIL AND DETAIL B, CROSS SECTION B-B, SHEET C200 FOR CROSS SECTION DETAIL.

19. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 209 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C251.

20. CONSTRUCT 5' TRANSITION FROM STANDARD TYPE "A" CURB TO TYPE "D" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.

21. CONTRACTOR TO PROTECT POWER POLE IN PLACE.

22. CONTRACTOR TO CUT TO NEAREST JOINT. CURB IS TO BE SAWCUT NEATLY ALONG THE EDGE.

23. CONTRACTOR TO COORDINATE EXISTING TRASH CONTAINERS WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION.

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

ATTENTION TO CONTRACTOR SITE RESPONSIBILITIES

The issuance or granting of this approval shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Ordinances, or the City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL assumes(s) to give authority to violate or cancel the provisions of any City Ordinance, Standard Details, or the City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. The City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. The City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF. 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C202 BAIRD PLAN AND PROFILE.DWG

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| NO. | REVISIONS | DATE | BY | APPR. |
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| 1 | PRE-BID COMMENTS FROM NEECE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08.05.2022
JOB: 220077

# BAIRD ST. PLAN AND PROFILE

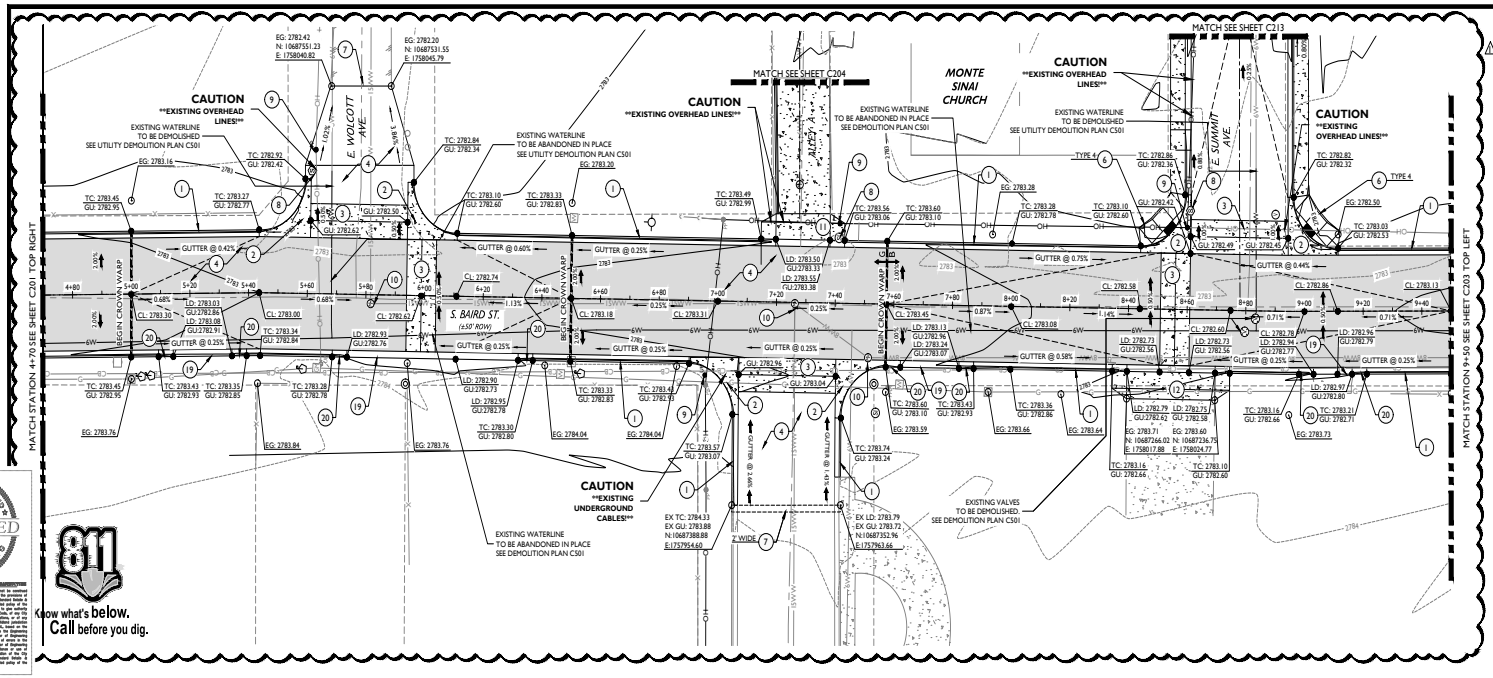
## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
01/27/2023

SHEET C202

PACKET 7.330 March 28, 2023



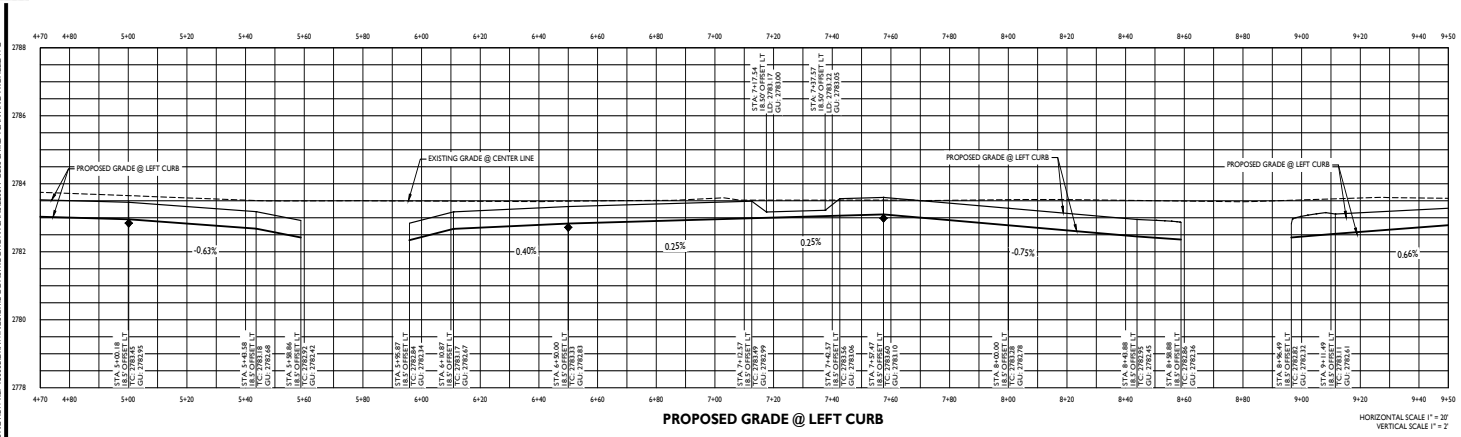




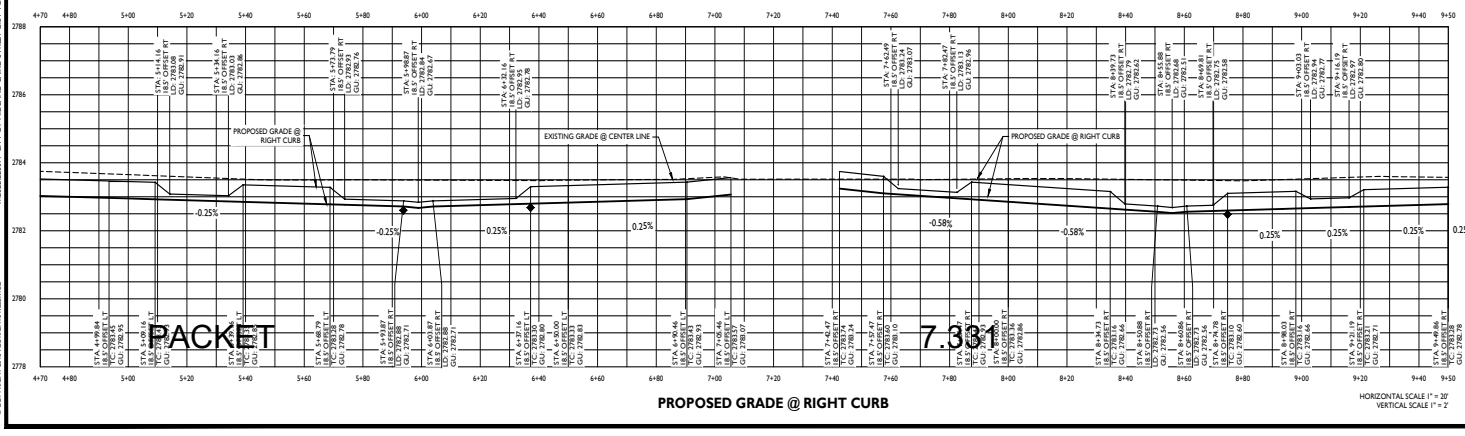
## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
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| | |
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| EG | EXISTING GROUND |
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| GB | GRADE BREAK |
| SW | SIDEWALK |
| | DENOTES GRADE BREAK. |




**PROPOSED GRADE @ LEFT CURB**




**PROPOSED GRADE @ RIGHT CURB**

## PAVING NOTES

Typ. (1) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C250.

2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
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19. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 209 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C251.
20. CONSTRUCT 5' TRANSITION FROM STANDARD TYPE "A" CURB TO TYPE "D" LAYDOWN CURB OR TYPE "A" CURB TO TYPE "C" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
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22. CONTRACTOR TO CUT TO NEAREST JOINT. CURB IS TO BE SAWCUT NEATLY ALONG THE EDGE.
23. CONTRACTOR TO COORDINATE EXISTING TRASH CONTAINERS WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION.

APPROVED 02/17/2023 CITY OF MIDLAND ENGINEERING

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| NO. | DESCRIPTION | BY | APP'D | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM NEECE ALBERT - 02/16/2023 | PAAL | ALM | 02/17/2023 |

DRAWN BY: PAAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

**BAIRD ST. PLAN AND PROFILE**

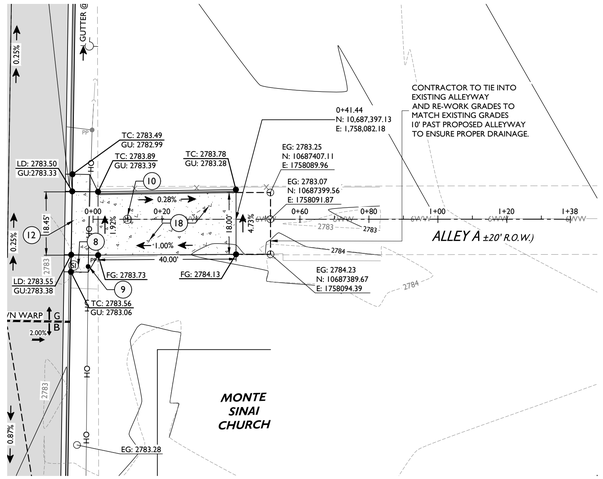
**COMPASS 04**

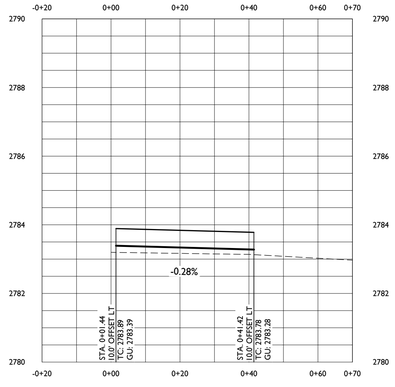
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

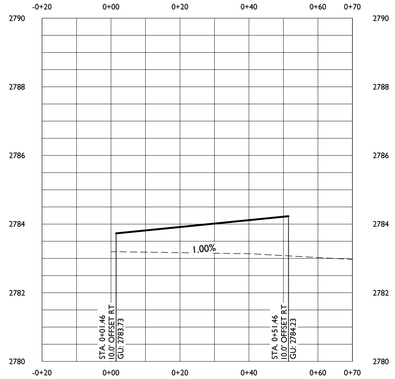
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/27/2023

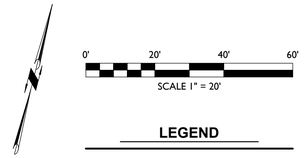
SHEET: **C203**

PACKET 7.3.1 March 28, 2023




## LEGEND

| | |
|---|---|
| | DENOTES EXISTING WATER VALVE |
| | DENOTES EXISTING FIRE HYDRANT |
| M | DENOTES EXISTING WATER METER |
| | DENOTES EXISTING SEWER MANHOLE |
| | DENOTES EXISTING STOP SIGN |
| PP | DENOTES EXISTING POWER POLE |
| | DENOTES EXISTING GUY ANCHOR |
| PL | DENOTES EXISTING PIPELINE MARKER |
| C | DENOTES EXISTING AT&T CABLE POST |
| | DENOTES EXISTING LIGHT POLE |
| | DENOTES FOUND MONUMENT AS NOTED |
| | DENOTES BENCH MARK |
| | DENOTES EXISTING RIGHT OF WAY LINE |
| | DENOTES EXISTING EDGE OF PAVEMENT |
| OH | DENOTES EXISTING OVERHEAD ELECTRIC LINE |
| PL | DENOTES EXISTING PIPELINE |
| | DENOTES EXISTING CHAIN LINK FENCE |
| X | DENOTES EXISTING FENCE |
| 4W | DENOTES EXISTING 4" WATER LINE |
| 6W | DENOTES EXISTING 6" WATER LINE |
| 8W | DENOTES EXISTING 8" WATER LINE |
| 10WW | DENOTES EXISTING 10" WASTEWATER LINE |
| G | DENOTES EXISTING GAS LINE |
| CB | DENOTES EXISTING UNDERGROUND CABLE |
| | DENOTES EXISTING SIDEWALK |
| | DENOTES EXISTING CALICHE |
| EX TC | EXISTING TOP OF CURB |
| EX GU | EXISTING GUTTER LINE |
| TC | TOP OF CURB |
| GU | GUTTER LINE |
| EG | EXISTING GROUND |
| FG | FINISHED GROUND |
| GB | GRADE BREAK |
| SW | SIDEWALK |
| | DENOTES GRADE BREAK |

## PAVING NOTES

Typ. (1)

1. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C250.
2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
3. CONSTRUCT 10' WIDE VALLEY GUTTER UNLESS OTHERWISE NOTED PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
4. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DRAWING 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C251. SEE DETAIL A, SHEET C200 FOR TYPICAL SECTION.
5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C252.
6. CONSTRUCT HANDICAP RAMP PER DRAWINGS 229, 230, 231, 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C250 & C251. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
9. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING WATER METER BOX AND WATER VALVES. CONTRACTOR NEEDS TO COORDINATE RELOCATION OF MAIL BOXES WITH USPS AND APPROPRIATE AUTHORITIES. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE TRASH BINS. CONTRACTOR TO RELOCATE FIRE HYDRANTS ACCORDING TO COM UEP05. RELOCATION WILL OCCUR BEFORE CONSTRUCTION.

   CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF EXISTING POWER POLE, STREET LIGHT, GAS METER, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.
10. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.
11. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
12. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DRAWINGS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
13. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (SUPERELEVATION) PER CROSS-SECTION C-C, SHEET C253.
14. CONSTRUCT 2' WIDE RIBBON CURB PER DETAIL 1, SEE SHEET C252.
15. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
16. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT CONCRETE STREET INTERSECTION PER DRAWING 202 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C252.
17. NOT USED.
18. CONSTRUCT SUPER-ELEVATED CONCRETE ALLEY WAY EDGE OF CONCRETE AT THE FACE OF EXISTING BUILDING (LENGTH PER PLANS) GRADE TO DRAIN TO EXISTING DRAINAGE. SEE DETAIL 03, SHEET C252 FOR THICKENED EDGE DETAIL AND DETAIL B, CROSS SECTION B-B, SHEET C200 FOR CROSS SECTION DETAIL.
19. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 209 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C251.
20. CONSTRUCT 5' TRANSITION FROM STANDARD TYPE "A" CURB TO TYPE "D" LAY-DOWN CURB OR TYPE "D" CURB TO TYPE "A" PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
21. CONTRACTOR TO PROTECT POWER POLE IN PLACE.
22. CONTRACTOR TO CUT TO NEAREST JOINT. CURB IS TO BE SAWCUT NEATLY ALONG THE EDGE.
23. CONTRACTOR TO COORDINATE EXISTING TRASH CONTAINERS WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION.

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any section of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, or any City Ordinance, Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction are void and of no effect. The review of engineering plans, construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements for the noncompliance with the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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www.Maverick-Eng.com

| REVISIONS | | | |
|---|---|---|---|
| Δ | 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 | |

| | | | |
|---|---|---|---|
| DRAWN BY: | MAL | BY | |
| CHECKED BY: | MAL | APPR. | |
| APPROVED BY: | ALM | DATE | |
| DATE: | 08/05/2022 | | |
| JOB: | 220077 | | |

# ALLEY A PLAN AND PROFILE

## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

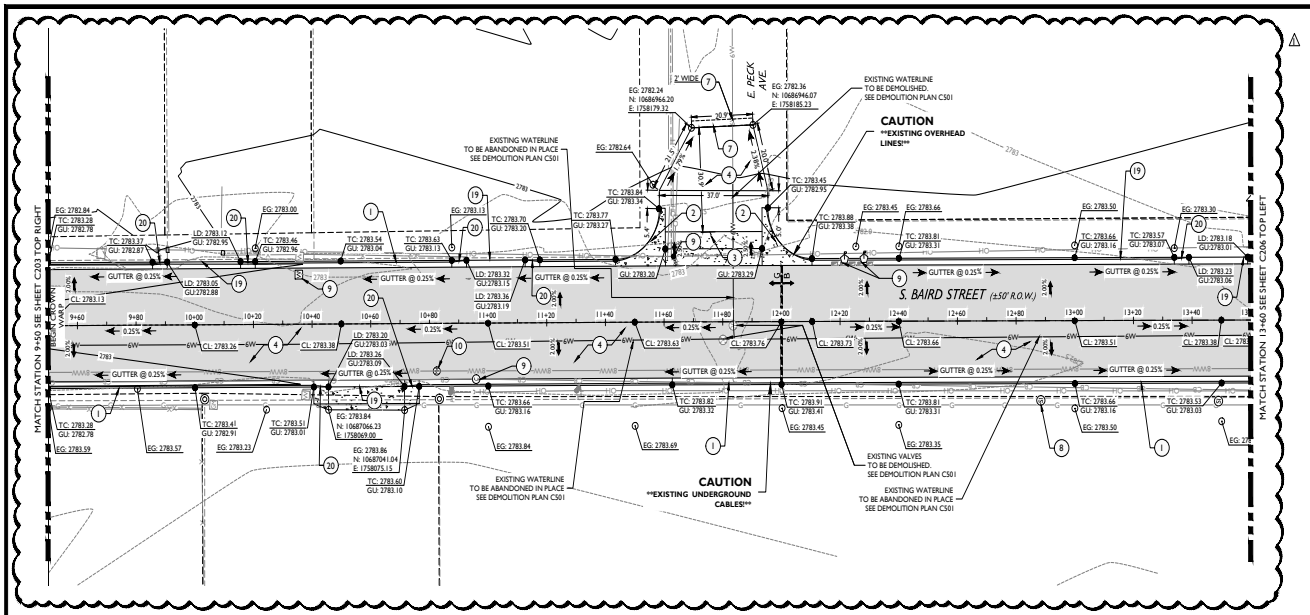
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

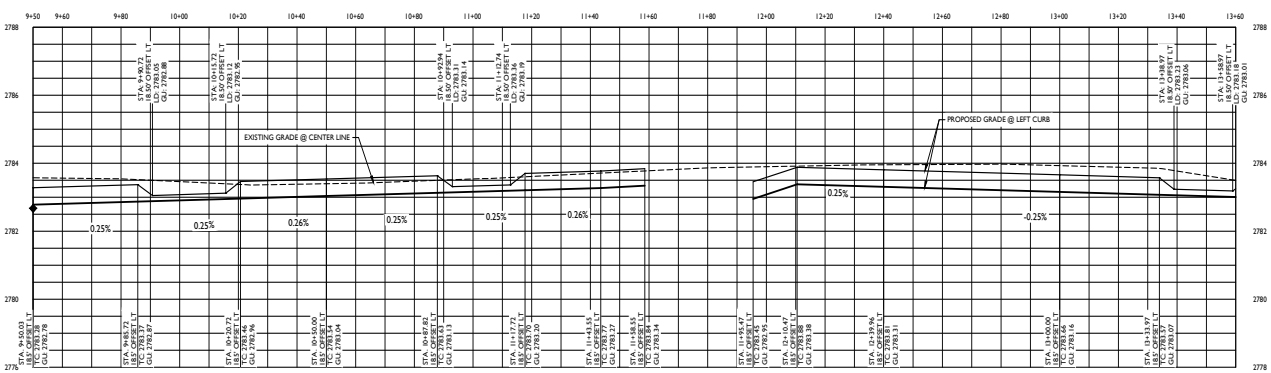
SHEET
C204

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

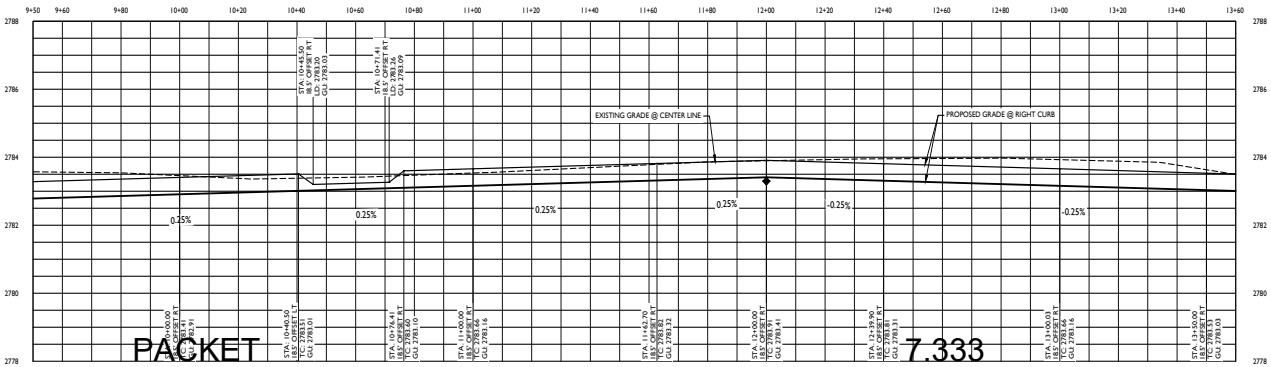
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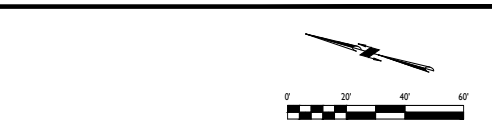



**PROPOSED GRADE @ LEFT CURB**




**PROPOSED GRADE @ RIGHT CURB**




## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
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- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
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- DENOTES EXISTING CALICHE
- EX TC — EXISTING TOP OF CURB
- EX GU — EXISTING GUTTER LINE
- TC — TOP OF CURB
- GU — GUTTER LINE
- EG — EXISTING GROUND
- FG — FINISHED GROUND
- GB — GRADE BREAK
- SW — SIDEWALK
- DENOTES GRADE BREAK

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

APPROVAL IS CONDITIONAL AND NOT RELEASED

The issuance or granting of this approval shall not be construed to be an admission by any member of any of the provisions of the Code of Ordinances of the City of Midland, Texas, or any Specifications, or of any other ordinance or adopted policy of the City of Midland, Texas. APPROVAL is necessary to any activity that is subject to the Code of Ordinances of the City of Midland, Ordinances of the City Planned Unit(s) or Specifications, or to any other ordinance or adopted policy of the City of Midland, Texas. Approval of any activity that is subject to the Code of Ordinances, construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements which violate the provisions of the Code of Ordinances of the City of the Ordinances of the City Planned Unit(s) or Specifications, or of any other ordinance or adopted policy of the City of Midland, Texas.

### PAVING NOTES

1. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C250.
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5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C252.
6. CONSTRUCT HANDICAP RAMP PER DRAWINGS 229, 230, 231, 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C250 & C251. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
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14. CONSTRUCT 2' WIDE RIBBON CURB PER DETAIL I, SEE SHEET C252.
15. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
16. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT CONCRETE STREET INTERSECTION PER DRAWING 202 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C252.
17. NOT USED.
18. CONSTRUCT SUPER-ELEVATED CONCRETE ALLEY WAY EDGE OF CONCRETE AT THE FACE OF EXISTING BUILDING (LENGTH PER PLANS) GRADE TO DRAIN TO EXISTING DRAINAGE. SEE DETAIL 03, SHEET C252 FOR THICKENED EDGE DETAIL AND DETAIL B, CROSS SECTION B-B, SHEET C200 FOR CROSS SECTION DETAIL.
19. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 209 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C251.
20. CONSTRUCT A TRANSITION FROM STANDARD TYPE "C" CURB TO TYPE "D" LAY-DOWN CURB PER DETAIL 210 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
21. CONTRACTOR TO PROTECT POWER POLE IN PLACE.
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23. CONTRACTOR TO COORDINATE EXISTING TRASH CONTAINERS WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION.

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


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| NO | DESCRIPTION | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM NEECE ALBERT - 02/16/2023 | | | |

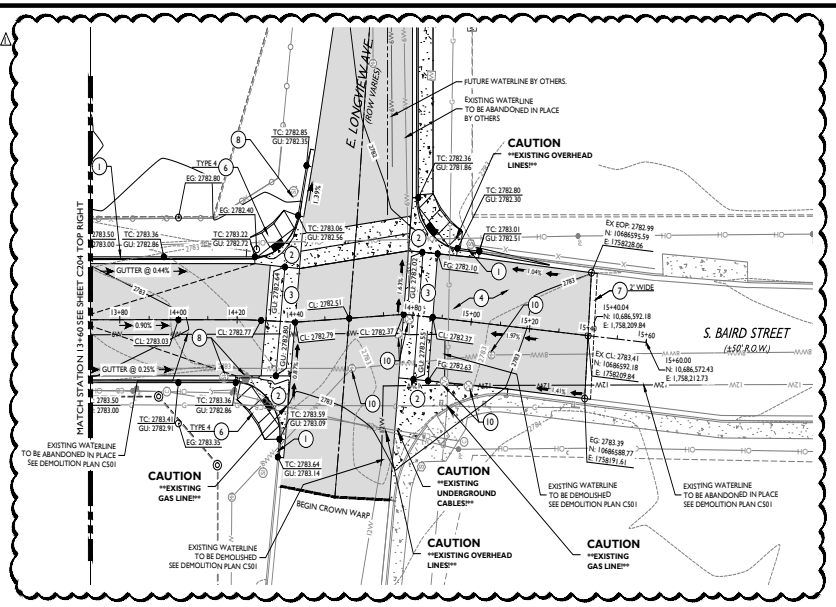
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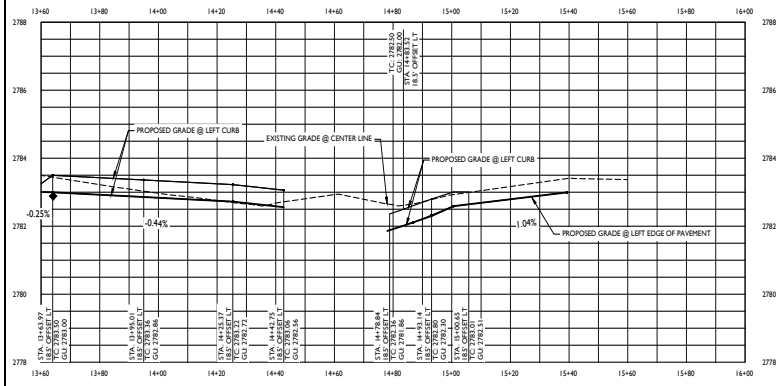
# BAIRD ST. PLAN AND PROFILE
## COMPASS 04
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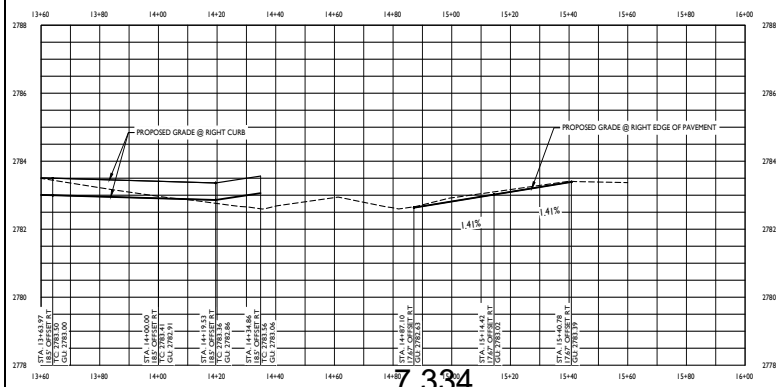
STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER — 01/27/2023

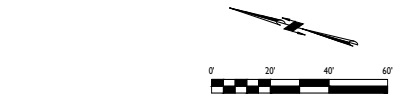
SHEET C205


F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C205 BAIRD PLAN AND PROFILE.DWG
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PACKET 7.333 March 28 2023




## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
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- SW — SIDEWALK
- DENOTES GRADE BREAK

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

**ATTENTION IS CURRENTLY GIVEN TO DRAINAGE**

This approval is given to the plans, specifications and data submitted and does not relieve the engineer of the responsibility for the adequacy and accuracy of his work. Approval of these plans does not relieve the engineer of responsibility for errors and omissions contained therein. Approval of these plans does not constitute approval of any other phase or aspect of any of the City of Midland ordinances not set forth in said approval. The issuance of this APPROVAL based on the plans, specifications and other data does not prevent the Engineering Division from requiring the correction of errors in the plans, specifications and other data when in violation of any ordinance of the City of Midland. The Engineering Division is authorized to stop construction in part of construction where such construction is in violation of the City of Midland Code of Ordinances, or of any other ordinance or regulation of the City of Midland.

**PAVING NOTES**

Typ. (1)

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16. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT CONCRETE STREET INTERSECTION PER DRAWING 202 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C252.
17. NOT USED.
18. CONSTRUCT SUPER-ELEVATED CONCRETE ALLEY WAY EDGE OF CONCRETE AT THE FACE OF EXISTING BUILDING (LENGTH PER PLANS) GRADE TO DRAIN TO EXISTING DRAINAGE. SEE DETAIL 03, SHEET C252 FOR THICKENED EDGE DETAIL AND DETAIL B, CROSS SECTION B-B, SHEET C200 FOR CROSS SECTION DETAIL.
19. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 209 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C251.
20. CONSTRUCT TRANSITION FROM STANDARD TYPE "A" CURB TO TYPE "D" LAY-DOWN CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
21. CONTRACTOR TO PROTECT POWER POLE IN PLACE.
22. CONTRACTOR TO CUT TO NEAREST JOINT. CURB IS TO BE SAWCUT NEATLY ALONG THE EDGE.
23. CONTRACTOR TO COORDINATE EXISTING TRASH CONTAINERS WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION.

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ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K", Midland, TX 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
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| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM NEECE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# BAIRD ST. PLAN AND PROFILE
## COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

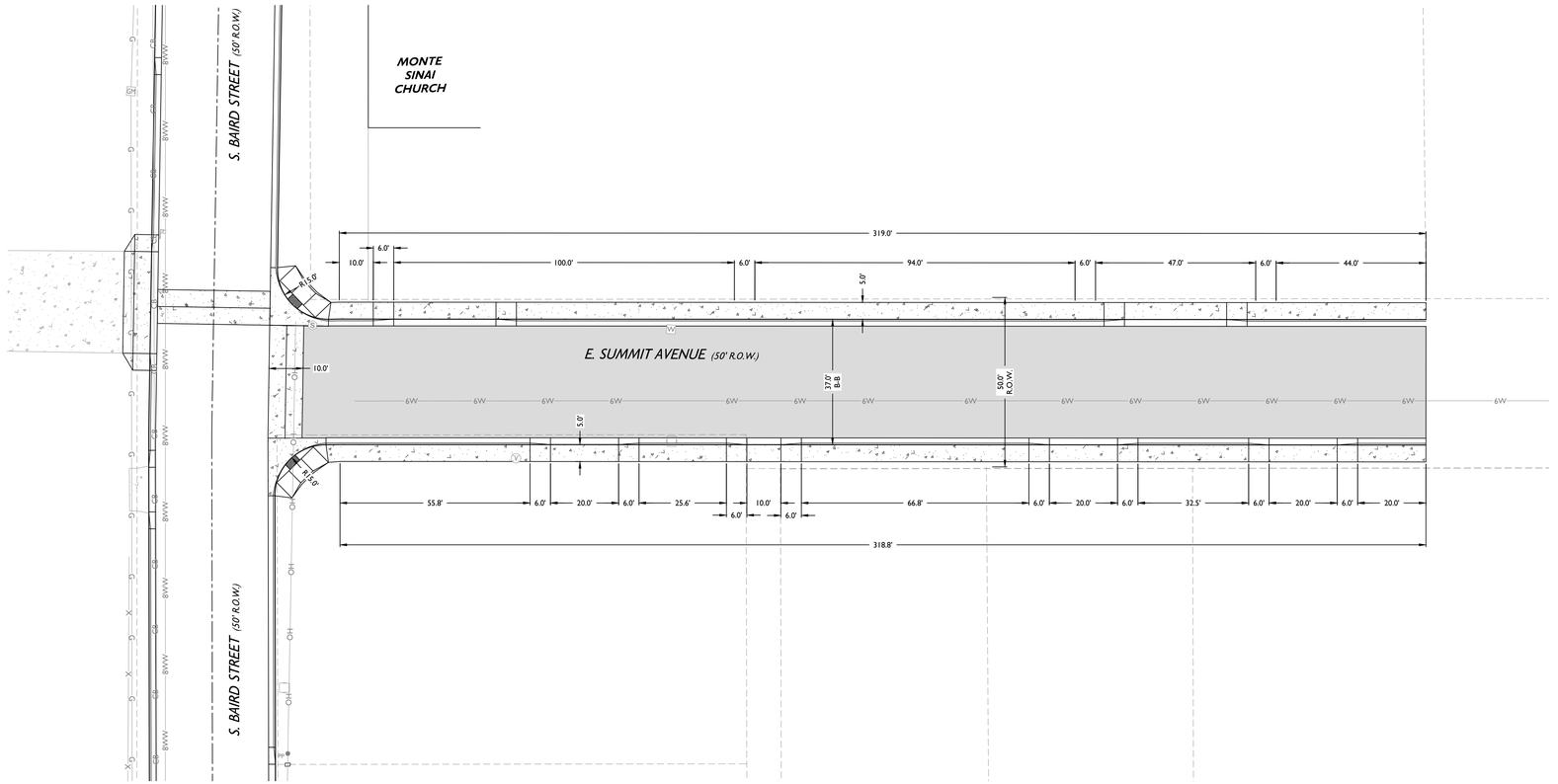
STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
01/27/2023

SHEET C206

PACKET 7.334 March 28, 2023

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF. 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C206 BAIRD PLAN AND PROFILE.DWG




0' 20' 40' 60'

SCALE 1" = 20'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

CITY OF MIDLAND TEXAS APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL based on the plans can be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the plans shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans and/or in the field. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| BY | APPR. | DATE |
|---|---|---|
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| Δ | REVISIONS |
|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# SUMMIT AVE. MASTER LAYOUT

## COMPASS 04

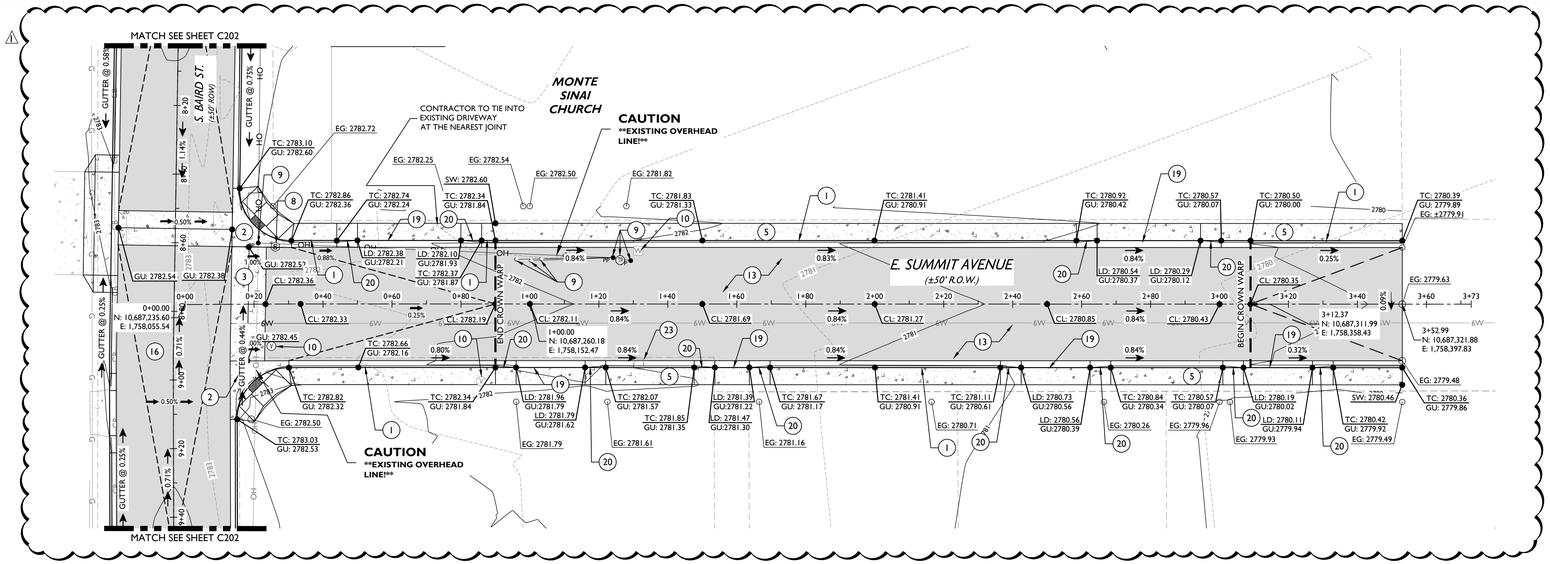
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

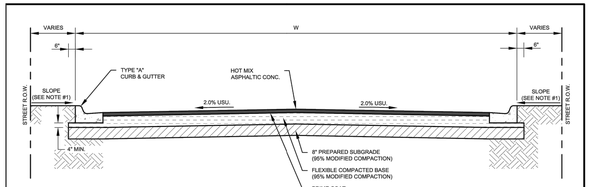
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C207

F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIS\ TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C212 SUMMIT AVE MASTER LAYOUT.DWG

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MATCH SEE SHEET C202
MATCH SEE SHEET C202
S. BAIRD ST.
(±60' ROW)
MONTE SINAI CHURCH
CONTRACTOR TO TIE INTO EXISTING DRIVEWAY AT THE NEAREST JOINT
CAUTION
**EXISTING OVERHEAD LINE!!**
CAUTION
**EXISTING OVERHEAD LINE!!**
E. SUMMIT AVENUE
(±50' R.O.W.)
END CROWN WARP
BEGIN CROWN WARP
GUTTER @ 0.58%
GUTTER @ 0.75%
GUTTER @ 0.25%
GUTTER @ 0.46%
GUTTER @ 0.25%
8'-0"
8'-20'
8'-20'
8'-20'




| STREET DIMENSIONS | | | |
|---|---|---|---|
| W (FT) | ASPHALT THICKNESS (IN) | FLEXIBLE COMPACTED BASE THICKNESS (IN) | ASPHALT TYPE |
| *37 | 2D | 8 | TYPE "D" |
| *41 | 2D | 8 | |
| 47 | 2D & 2C | 8 | TYPE "D" OVER TYPE "C" |
| 77 | 2D & 3C | 12 | |
| 79 | 2D & 3C | 12 | |
| 113 | 2D & 3C | 12 | |

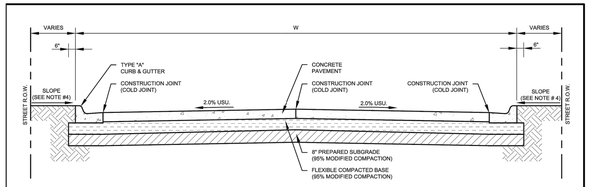
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND NON-COLLECTOR ROADS OF RESIDENTIAL ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 12" BASE.

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD STREET CROWN CROSS SECTION | | 201 |
| APPROVED: MCC | | | |



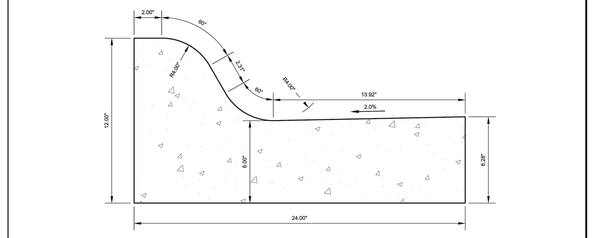

| STREET DIMENSIONS | | | |
|---|---|---|---|
| W (FT) | CONCRETE THICKNESS (IN) | FLEXIBLE COMPACTED BASE THICKNESS (IN) | CONCRETE TYPE |
| 37 | 6 | 6 | CLASS "C" 3600 PSI |
| 41 | 7 | 6 | |
| 47 | 7 | 8 | |
| 77 | 8 | 12 | |
| 79 | 8 | 12 | |
| 113 | 8 | 12 | |

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

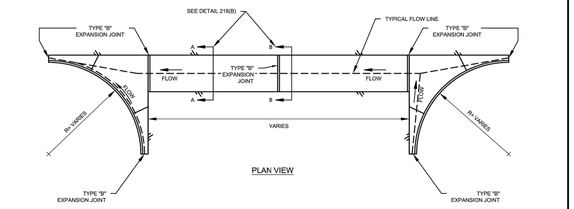
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | CONCRETE PAVEMENT STREET CROWN CROSS SECTION | | 202 |
| APPROVED: MCC | | | |




NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPE A STANDARD CURB AND GUTTER | | 205 |
| APPROVED: MCC | | | |

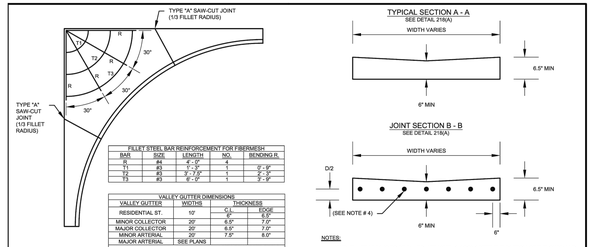



PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | FILLET AND VALLEY GUTTER | | 218(A) |
| APPROVED: MCC | | | |




| FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH | | | | |
|---|---|---|---|---|
| BAR | SIZE | LENGTH | NO. | BENDING R. |
| R | #4 | 4'-0" | 4 | |
| T1 | #3 | 1'-0" | 1 | 0'-9" |
| T2 | #3 | 3'-0" | 1 | 2'-9" |
| T3 | #3 | 6'-0" | 1 | 5'-9" |

| VALLEY GUTTER DIMENSIONS | | | |
|---|---|---|---|
| VALLEY GUTTER | WIDTHS | THICKNESS | |
| | | CENTER | EDGE |
| RESIDENTIAL ST. | 10' | 6" | 3.5" |
| MINOR COLLECTOR | 20' | 6.5" | 7.0" |
| MAJOR COLLECTOR | 20' | 6.5" | 7.0" |
| MINOR ARTERIAL | 20' | 6.5" | 7.0" |
| MAJOR ARTERIAL | SEE PLANS | 7.5" | 8.0" |

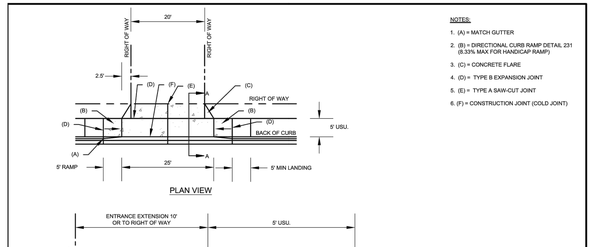
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

| FILLET DIMENSIONS | | | | |
|---|---|---|---|---|
| BACK OF CURB RADIUS | FILLET AREAS (90°) | | | CURB LENGTH |
| | COMPUTING R. | AREA S.F. | AREA S.Y. | L.F. |
| 8 | 10 | 21.46 | 2.38 | 12.56 |
| 12 | 14 | 42.06 | 4.67 | 18.85 |
| 15 | 17 | 62.01 | 6.89 | 23.56 |
| 18 | 20 | 80.84 | 8.54 | 28.27 |
| 20 | 22 | 103.86 | 11.54 | 31.42 |
| 25 | 27 | 152.81 | 16.98 | 39.27 |
| 30 | 32 | 218.75 | 24.43 | 47.12 |
| 35 | 37 | 293.79 | 32.64 | 54.98 |
| 40 | 42 | 379.56 | 42.06 | 62.83 |
| 45 | 47 | 474.06 | 52.67 | 70.69 |
| 50 | 52 | 580.28 | 64.48 | 78.54 |

NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

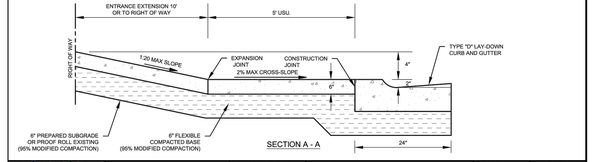
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | FILLET AND VALLEY GUTTER | | 218(B) |
| APPROVED: MCC | | | |




PLAN VIEW

NOTES:

1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)



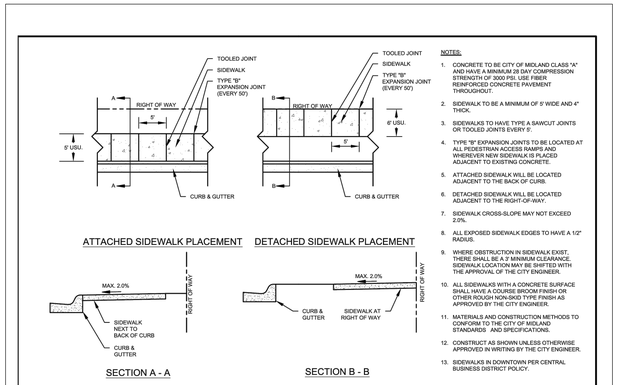

SECTION A - A

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD ALLEY APPROACH | | 219(A) |
| APPROVED: MCC | | | |

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER ALLEY APPROACH IS PLACED.
2. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF ALLEY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE ALLEY APPROACH.
3. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
4. 2" INVERT REQUIRED AT ALLEY APPROACH CENTER LINE WHEN ALLEY DRAINS TOWARDS STREET. IF ALLEY DRAINS AWAY FROM STREET THEN BACK OF APPROACH IS FLAT.
5. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE ENTRANCE IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
6. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
7. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
8. SEAL ALL CONCRETE JOINTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD ALLEY APPROACH | | 219(B) |
| APPROVED: MCC | | | |




NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD SIDEWALK | | 225 |
| APPROVED: MCC | | | |

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void. The City of Midland Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements which violate the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| BY | APPR. | DATE |
|---|---|---|
| | | |

| Δ | REVISIONS |
|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

| | |
|---|---|
| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

PAVING DETAILS

COMPASS 04

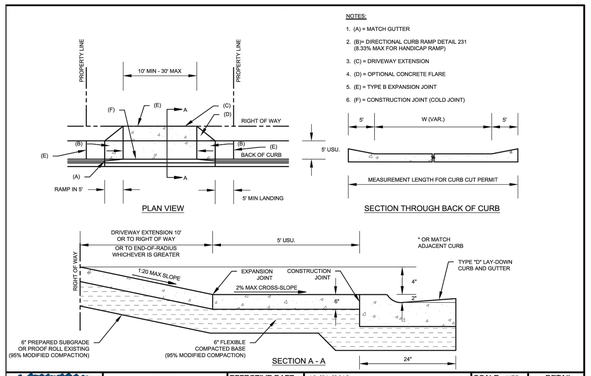
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C250

F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C250 PAVING DETAILS.DWG

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NOTES:

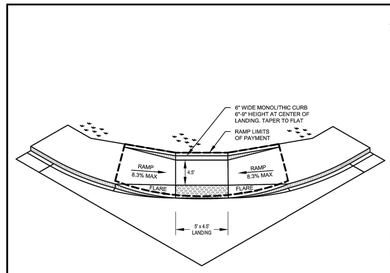
1. (A) = MATCH GUTTER
2. (B)= DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = DRIVEWAY EXTENSION
4. (D) = OPTIONAL CONCRETE FLARE
5. (E) = TYPE B EXPANSION JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH | | 220(A) |
| APPROVED: MCC | | | |

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNERS CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 8".
9. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
10. SEAL ALL CONCRETE JOINTS.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH | | 220(B) |
| APPROVED: MCC | | | |




TYPE 4:
DIAGONAL COMBINATION CURB RAMP

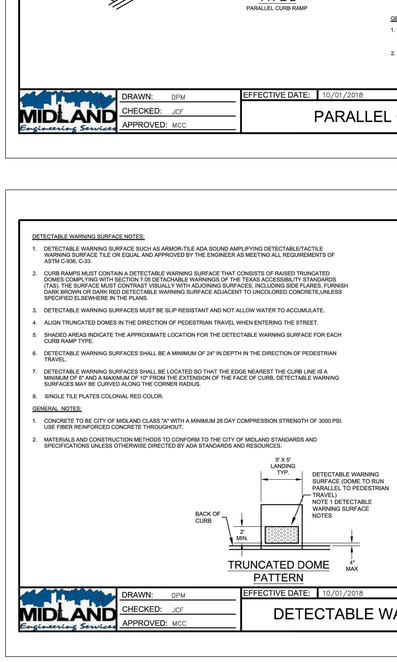
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | DIAGONAL COMBINATION CURB RAMP | | 229 |
| APPROVED: MCC | | | |




TYPE 2
PARALLEL CURB RAMP

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | PARALLEL CURB RAMP | | 230 |
| APPROVED: MCC | | | |




TYPE 10
DIRECTIONAL RAMP WITHIN RADIUS

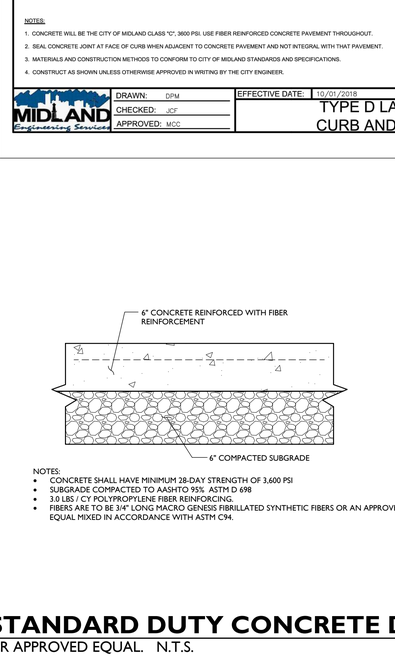
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | DIRECTIONAL RAMP WITHIN RADIUS | | 231 |
| APPROVED: MCC | | | |




NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPE D LAY-DOWN CURB AND GUTTER | | 209 |
| APPROVED: MCC | | | |

DETECTABLE WARNING SURFACE NOTES:

1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-836, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.




| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | DETECTABLE WARNING SURFACE | | 233 |
| APPROVED: MCC | | | |




NOTE:
CITY OF MIDLAND CLASS "A" CONCRETE, MINIMUM OF 5 SACKS OF CEMENT PER CUBIC YARD AND A MINIMUM 28-DAY COMPRESSION STRENGTH OF 3600 P.S.I. REINFORCE WITH FIBER REINFORCEMENT

## 1 RIBBON CURB DETAIL
OR APPROVED EQUAL. N.T.S.




NOTES:
- CONCRETE SHALL HAVE MINIMUM 28-DAY STRENGTH OF 3,600 PSI
- SUBGRADE COMPACTED TO AASHTO 95% ASTM D 698
- 3.0 LBS / CY POLYPROPYLENE FIBER REINFORCING.
- FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94.

## 2 STANDARD DUTY CONCRETE DETAIL
OR APPROVED EQUAL. N.T.S.

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other applicable regulation or ordinance of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other applicable regulation or ordinance of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services is authorized to enforce any provision of the City Code relative to infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other applicable adopted policy of the City of Midland jurisdiction.

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| BY | APPR. | DATE |
|---|---|---|
| | | |

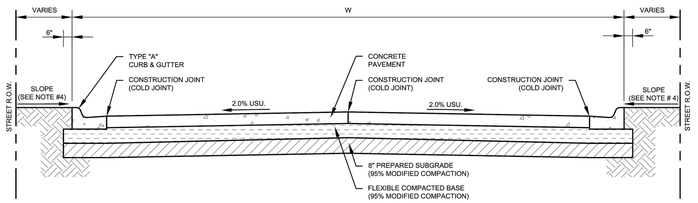
| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 | MAL | ALM | 03/06/2022 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/06/2022
JOB: 220077

PAVING DETAILS
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/13/2023

SHEET C251

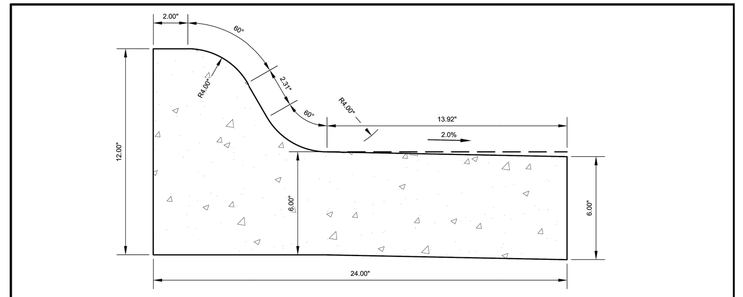



| STREET DIMENSIONS | | | |
|---|---|---|---|
| W (FT) | CONCRETE THICKNESS (IN) | FLEXIBLE COMPACTED BASE THICKNESS (IN) | CONCRETE TYPE |
| 37 | 6 | 6 | CLASS "C" 3600 PSI |
| 41 | 7 | 6 | |
| 47 | 7 | 8 | |
| 77 | 8 | 12 | |
| 79 | 8 | 12 | |
| 113 | 8 | 12 | |
| TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS. | | | |

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

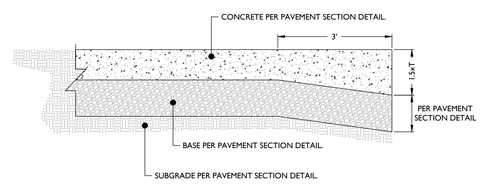
| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| CONCRETE PAVEMENT STREET CROWN CROSS SECTION | | | DETAIL: 202 |




NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

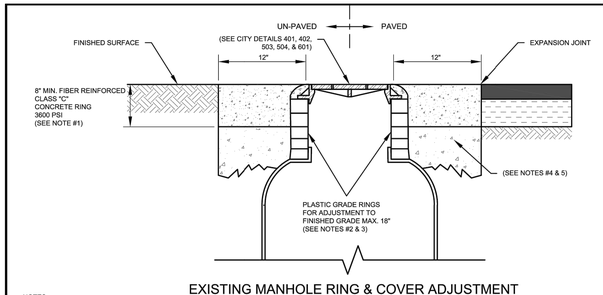
| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| TYPE C INVERT CURB AND GUTTER | | | DETAIL: 207 |




NOTES:

- CONCRETE MATERIALS AND REINFORCEMENT PER THE PAVEMENT SECTION DETAIL.
- THE MAXIMUM CONTROL JOINT SPACING SHOULD BE HELD AT A RANGE FROM 24 TO 36 TIMES THE SLAB THICKNESS, WITH A MAXIMUM LENGTH TO WIDTH RATIO OF 1.5.

## 3 CONCRETE THICKENED EDGE
N.T.S.

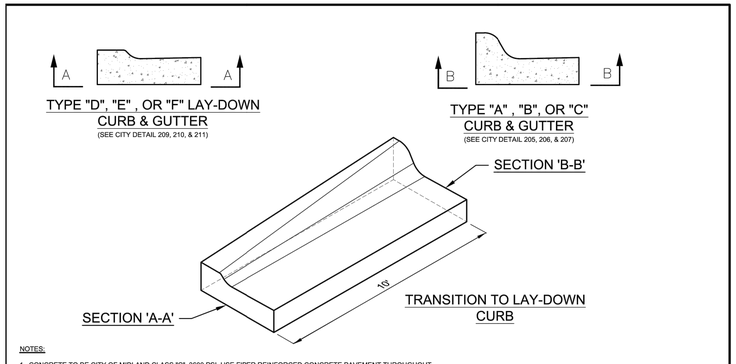



## EXISTING MANHOLE RING & COVER ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| EXISTING MANHOLE RING & COVER ADJUSTMENT | | | DETAIL: 319 |




NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| TRANSITION TO LAY-DOWN CURB | | | DETAIL: 208 |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the submitted plans shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans when found to be in violation of the City Code. The Engineering Services Department is authorized to deny acceptance or use of any public improvements found not to be in accordance with the City Code, of any Ordinance of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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|---|---|---|
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| Δ | REVISIONS |
|---|---|
| 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

PAVING DETAILS
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C252

| SUMMARY OF DEMOLITION ITEMS | | | | |
|---|---|---|---|---|
| | 6" WATER MAIN 2-SACK | REMOVE EXISITNG 6" WATER MAIN | 12" WATER MAIN 2-SACK | REMOVE EXISTING 12" WATER MAIN |
| UNIT | LF | LF | LF | LF |
| DEPTH | – | – | – | – |
| RATE | – | – | – | – |
| SHEET C501 | 1,199 | 99 | 88 | 44 |
| | | | | |
| TOTALS: | 1,199 | 99 | 88 | 45 |

| SUMMARY OF UTILITY ITEMS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 6" WATER LINE C-900 | 8" WATER LINE C-900 | 12" WATER LINE C-900 | 6" GATE VALVE | 8" GATE VALVE | 12" GATE VALVE | 12" DRESSER COUPLING | 8" DRESSER COUPLING W/ 6" REDUCER | 6" DRESSER COUPLING |
| UNIT | | LF | LF | EA | EA | EA | EA | EA | EA |
| DEPTH | | VARIES | VARIES | – | – | – | – | – | – |
| RATE | | – | – | – | – | – | – | – | – |
| SHEET C601 | 11 | 288 | 14 | 1 | 3 | 1 | 1 | 1 | – |
| SHEET C602 | 33 | 617 | – | 1 | 2 | – | – | 2 | – |
| SHEET C603 | 9 | 245 | – | 1 | 2 | – | – | 1 | – |
| SHEET C604 | – | 77 | 116 | – | 1 | 1 | – | – | – |
| SHEET C605 | 37 | – | 58 | 1 | – | – | 1 | – | – |
| | | | | | | | | | |
| TOTALS: | 90 | 1,228 | 188 | 4 | 8 | 2 | 2 | 4 | |

| SUMMARY OF UTILITY ITEMS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 6" 45° BEND | 8"45° BEND | 12"45° BEND | 12X12" TEE | 8x8" TEE | 8"x6" TEE | 12" CROSS | C.O.M. FIRE HYDRANT | 1" WATER METER |
| UNIT | EA | EA | EA | EA | EA | EA | EA | EA | EA |
| DEPTH | – | – | – | – | – | – | – | – | – |
| RATE | – | – | – | – | – | – | – | – | – |
| SHEET C601 | – | 2 | – | 1 | 1 | 1 | – | 1 | 3 |
| SHEET C602 | – | – | – | – | 2 | 1 | – | 1 | 3 |
| SHEET C603 | – | – | – | – | 1 | 1 | – | 1 | – |
| SHEET C604 | – | – | 2 | – | – | – | 1 | – | – |
| SHEET C605 | 2 | – | – | – | – | – | – | – | – |
| | | | | | | | | | |
| TOTALS: | 2 | 2 | 2 | 1 | 4 | 3 | 1 | 3 | 6 |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| BY | APPR. | DATE |
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| Δ | REVISIONS |
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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

QUANTITIES
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C300


F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C380 QUANTITIES.DWG

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## GENERAL NOTES:

a. THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS AT BAIRD STREET FROM E. GIST AVENUE TO E. LONGVIEW AVENUE.

b. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

c. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLAN COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

d. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, AND SPOT SURVEYS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION CONTRACTOR IS RESPONSIBLE FOR ORDERING A 811/DIG TEST PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

e. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

f. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY UNKNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

g. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY.

h. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BROUGHT TO ENGINEER'S ATTENTION PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.

i. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

j. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLNAD FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

k. MATERIAL STORAGE IS TO BE PLACED IN WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.

l. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

m. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

n. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

## DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C. EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL IS TO BE REMOVED IN ITS ENTIRETY, INCLUDING ANY FITTINGS STRUCTURES, AND APPURTENANCES.

D. EXISTING WATER MAIN IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2 SACK = 188 POUNDS PER CUBIC YARD) AND BE CAPPED AT EACH END OF WATER MAIN ABANDONED IN PLACE.

E. ALL SAW-CUTTING IS TO HAVE CLEAN AND STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.

F. ALL TRENCH PAVEMENT REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.

G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO THE CITY OF MIDLAND.

H. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

## CONSTRUCTION NOTES:

1. SEE SHEET C130 FOR CONTROL POINTS.
2. CONCRETE COLLARS FOR VALVE COVERS WILL NOT BE REQUIRED FOR THIS PROJECT. CONCRETE COLLARS FOR VALVE COVERS WILL BE PLACED WITH THE FUTURE MICHIGAN AVENUE PAVING PROJECT.
3. ANY AND ALL FLOWABLE FILL 2-SACK (2 SACK = 188 POUNDS PER CUBIC YARD) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO PLACEMENT OF ANY PAVEMENT OVER FLOWABLE FILL MATERIAL.
4. ALL NEW WATER MAINS TO MAINTAIN MINIMUM COVER OF 3.5' AND MINIMUM VERTICAL SEPARATION OF 2.0' ABOVE EXISTING WASTEWATER MAINS UNLESS OTHERWISE INDICATED IN THIS CONSTRUCTION DRAWING SET.
5. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
6. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
7. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
8. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
9. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (3.0-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94.
10. ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
11. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
12. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.
13. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
14. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
15. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.
16. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

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DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
Job 220077

# BAIRD ST. UTILITY GENERAL NOTES

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C104 OF

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F:\2022\220077 CITY OF MIDLAND\BAIRD STREET GIST TO LONGVIEW REF 15900\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C301 GENERAL NOTES.DWG

## PAVING NOTES:

A. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.
B. EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT.
C. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMP, SIDEWALK, OR CURB JOINTS.
D. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS BETWEEN EXISTING CURB AND PROPOSED CURB.
E. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.
F. PAVEMENT PATCH AREA AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREA AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 4 FEET.
G. ALL ASPHALT TRENCH REPAIRS ARE TO UTILIZE 2" TYPE D HMAC HOT MIX ASPHALT UNLESS OTHERWISE NOTED IN CONSTRUCTION DRAWINGS.
H. WHEN PLACED ADJACENT TO CONCRETE PAVEMENT, CURB JOINT SPACING IS TO MATCH CONCRETE PAVEMENT SPACING. WHEN PLACED SEPARATELY FROM PAVEMENT, CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 2.0' AND NO FURTHER THAN 10.0' APART.
I. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
J. UTILIZE SAWCUT OR TOOL JOINTS IN SIDEWALK SPACED EVERY 5.0' WITH AN EXPANSION JOINT FOR EVERY 12TH JOINT OF SIDEWALK.
K. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

## MASTER WATER LAYOUT NOTES:

1. ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.
2. ALL PROPOSED WATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.
3. ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR OR JOB SITE.
4. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY DETAILS 310(A), 310(B), AND 320.
5. ALL THRUST BLOCKING AT FITTINGS IS TO BE FORMED WHEN PLACED.

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb 220077

# BAIRD ST. UTILITY GENERAL NOTES

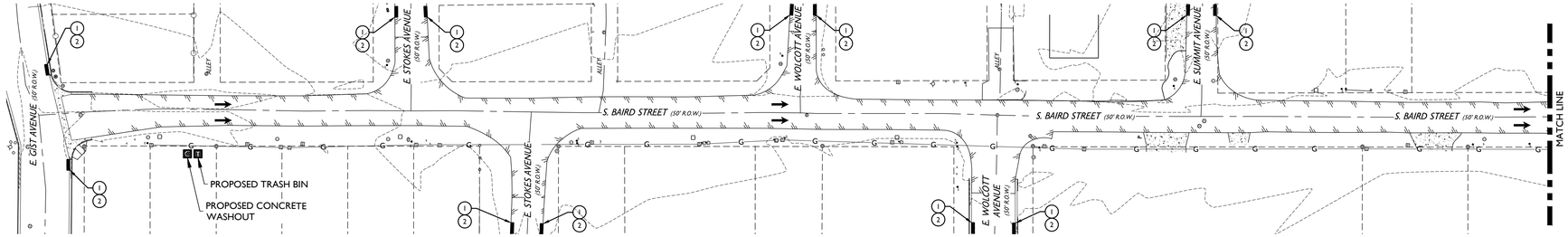
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

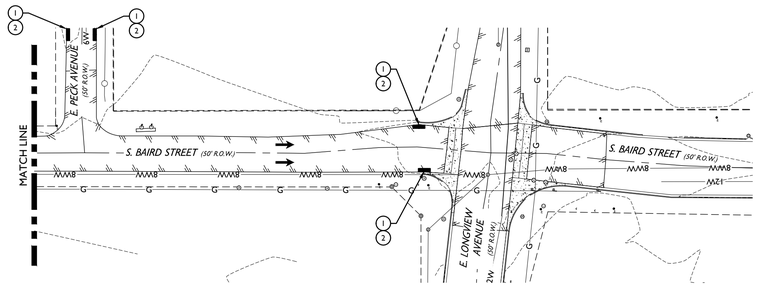
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

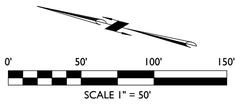
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F:\2022\220077 CITY OF MIDLAND\BAIRD STREET GIST TO LONGVIEW REF 15900\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C302 GENERAL NOTES.DWG




**LEGEND**

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT

**PERMANENT BMP CONSTRUCTION NOTES:**

1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES/BMP'S AND MAINTAIN AT ALL TIMES .
2. INSPECT ALL EROSION CONTROL MEASURES/BMP'S PRIOR TO RAIN EVENT TO ENSURE THEY WILL WORK AS INTENDED, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. CONSIDER INSTALLING CONSTRUCTION ENTRANCES OR RUMBLE PLATES TO MINIMIZE TRACK OUT IN THE STREETS IN THE AREAS OF THE AREAS OF PROJECT.

**NOTE:**

CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

**GENERAL NOTES:**

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

CITY OF MIDLAND, TEXAS
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02/17/2023
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DRAWN BY: JAR, II
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JOb 220077

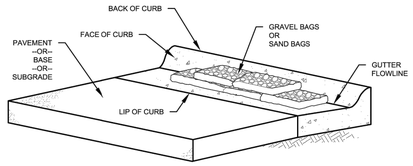
**BAIRD ST. UTILITY EROSION CONTROL PLAN**

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C401 OF

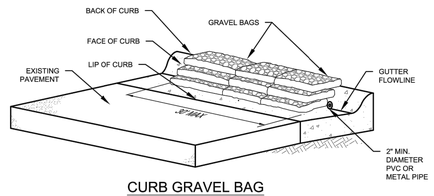
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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 15003\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C419 EROSION CONTROL PLAN I.DWG



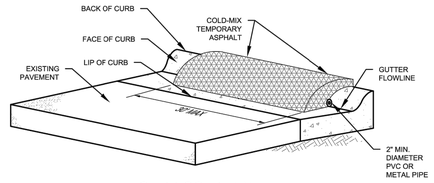

NOTES:

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

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




CURB GRAVEL BAG

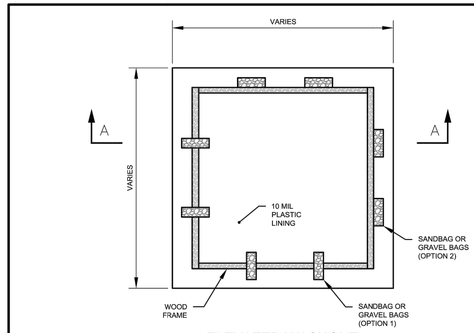



CURB COLD-MIX
TEMPORARY ASPHALT

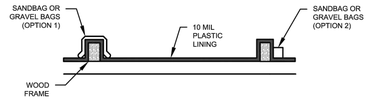
NOTES:

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

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




ELEVATED WASHOUT




SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: JEO | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: COMPASS | SCALE: NTS | DETAIL: |
| CONCRETE WASHOUT OPTION 3 | | | 715 |

**GRAVEL BAG INSTALLATION NOTES:**

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER AS SHOWN.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE NOT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.
8. PLACEMENT OF GRAVEL BAGS SHOULD NOT BLOCK ADA WALKING PATHS.

**NOTE:**

CARE SHOULD BE TAKEN TO AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.

CITY OF MIDLAND TEXAS
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction documents and other data related to it shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Director of Engineering Services Department is authorized to deny occupancies or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

**EROSION CONTROL NOTES:**

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.

B. CONTRACTOR IS TO PLACE AND MAINTAIN SANDBAG BMPS AT FIRST CURB OPENING DOWNSTREAM OF ACTIVE CONSTRUCTION AREA. WHEN CONSTRUCTION ACTIVITY OCCURS ON BOTH SIDES OF ROAD THEN CURB OPENINGS ON BOTH SIDES MUST HAVE SANDBAGS PLACED.

C. EROSION CONTROL MEASURES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED BY CONTRACTOR IMMEDIATELY FOLLOWING ANY STORM EVENT.

D. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

E. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

F. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN APPROVED STORAGE DESIGNATED AS PART OF WORK ZONE AREA.

G. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

H. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

I. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROL PLACED OR IMPEED THEIR EFFECTIVENESS.

J. CONTRACTOR IS TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

K. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

811
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| △ | REVISIONS. | BY: | APPR. | DATE |
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DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

**BAIRD ST. UTILITY EROSION CONTROL DETAILS**

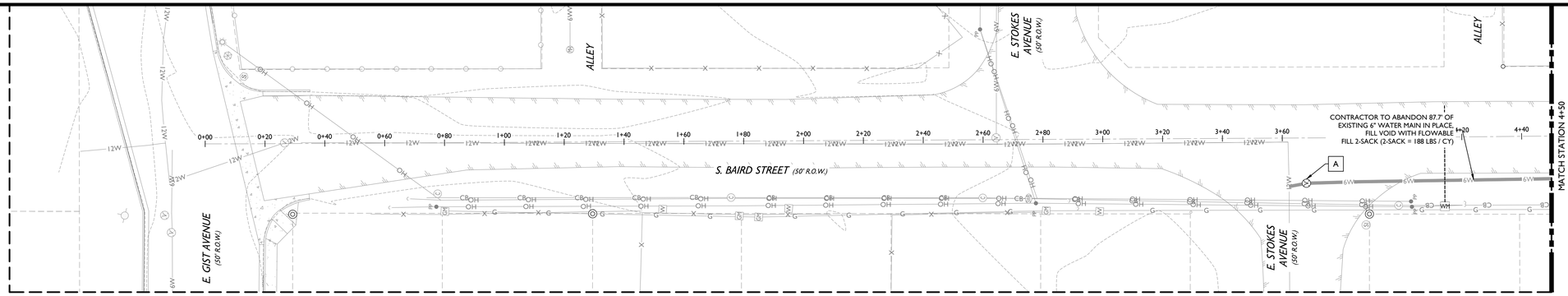
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

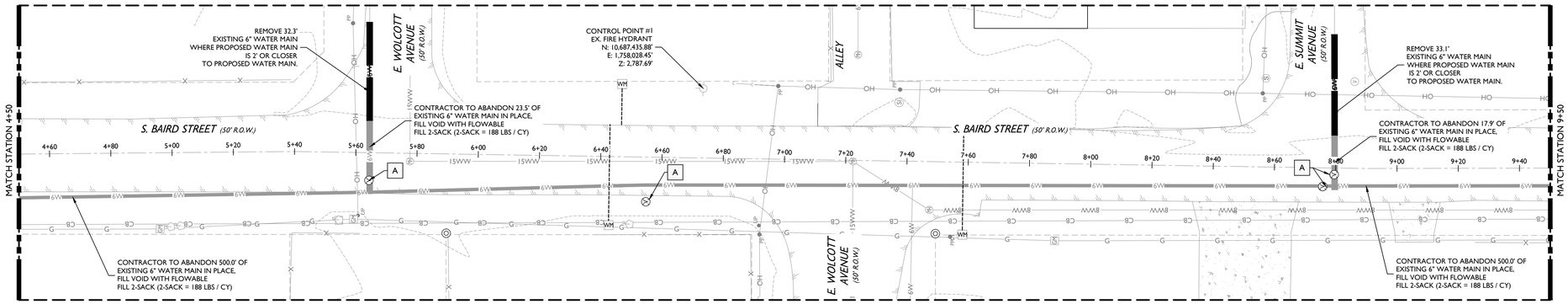
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

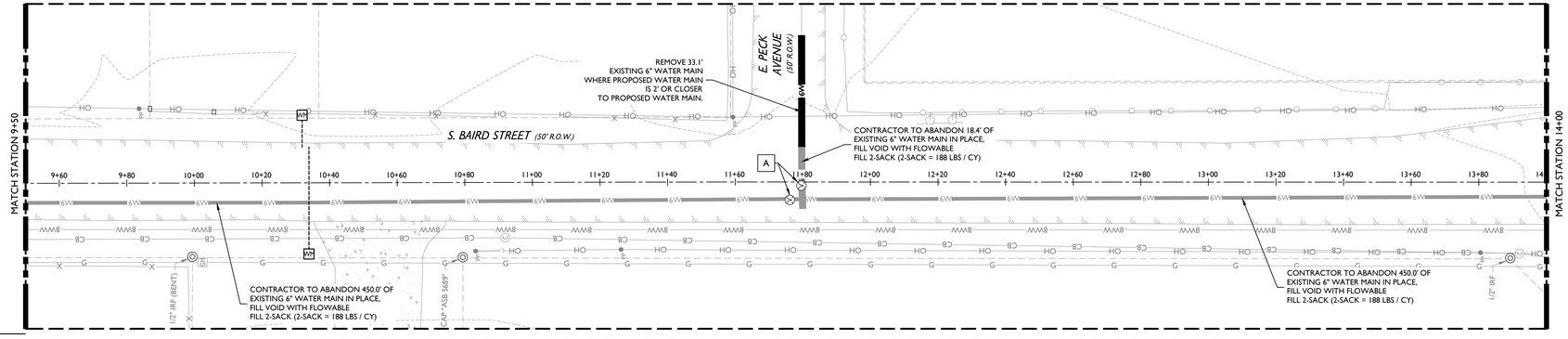
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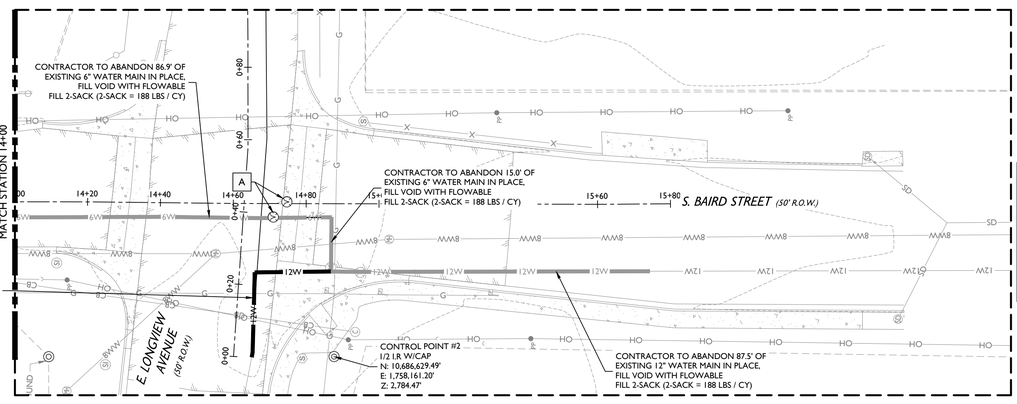
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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150902\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C3 I EROSION CONTROL DETAILS.DWG




## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- 6W — DENOTES EXISTING 6" WATERLINE TO BE REMOVED
- 6W — DENOTES EXISTING 6" WATERLINE TO BE FILLED WITH FLOWABLE FILL
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE

## DEMO KEY NOTES:

TYP. [A] REMOVE EXISTING WATER VALVE

SCALE 1" = 20'

### ESTIMATED DEMOLITION QUANTITIES

| QUANTITY | UNIT | DESCRIPTION |
|---|---|---|
| 1199 | LF | ABANDON EXISTING 6" WATER MAIN IN PLACE, FILL VOID FLOWABLE FILL 2-SACK (2-SACK = 188 LBS / CY) |
| 99 | LF | REMOVE EXISTING 6" WATER MAIN |
| 87.5 | LF | ABANDON EXISTING 12" WATER MAIN IN PLACE, FILL VOID FLOWABLE FILL 2-SACK (2-SACK = 188 LBS / CY) |
| 44.3 | LF | REMOVE EXISTING 12" WATER MAIN |

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CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

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DRAWN BY: JAR, II
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APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

# BAIRD ST. UTILITY DEMOLITION PLAN

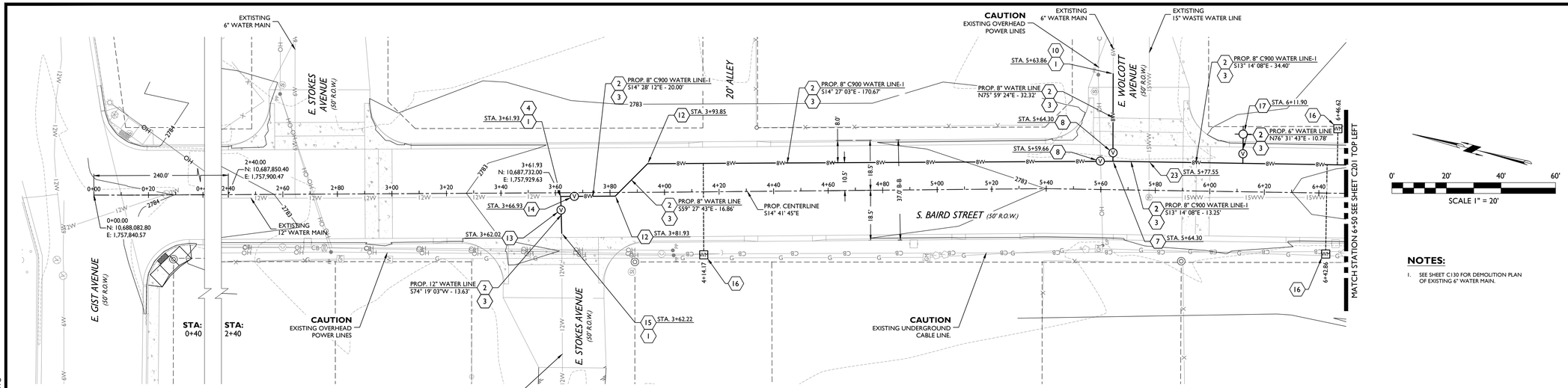
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
01/23/2023

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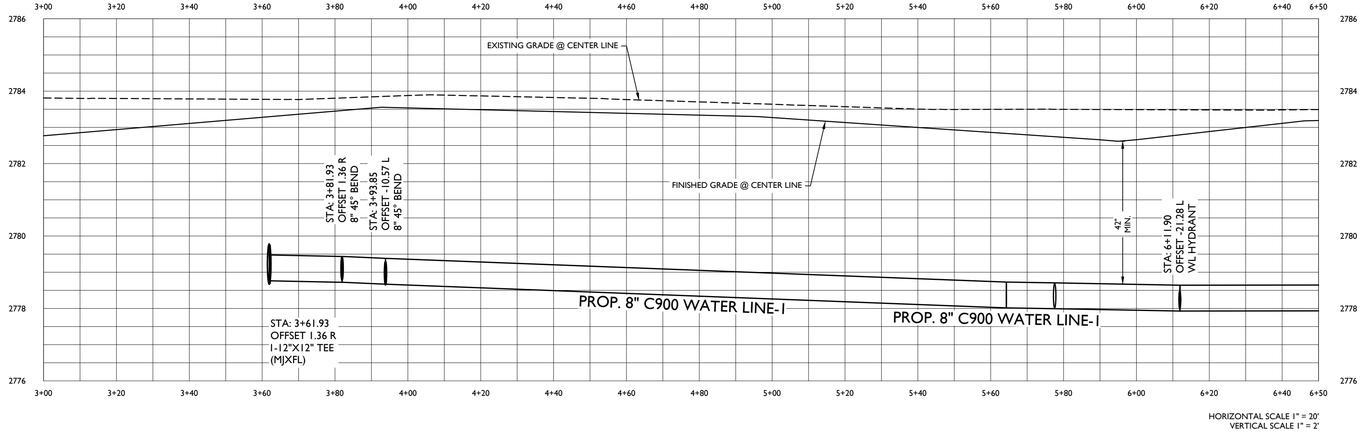



## NOTES:

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
- 4W — DENOTES EXISTING 4" WATER MAIN
- 6W — DENOTES EXISTING 6" WATER MAIN
- 8W — DENOTES EXISTING 8" WATER MAIN
- 16W — DENOTES EXISTING 16" WATER MAIN
- 6WW — DENOTES EXISTING 6" WASTEWATER MAIN
- 8WW — DENOTES EXISTING 8" WASTEWATER MAIN
- 15WW — DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- 6W — DENOTES PROPOSED 6" WATER MAIN
- 8W — DENOTES PROPOSED 8" WATER MAIN
- 16W — DENOTES PROPOSED 16" WATER MAIN




## ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAINLINE CROSSING A WATER MAINLINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

## WATER CONSTRUCTION NOTES:

TYP. 1

1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.
2. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12"x12" TEE (MJXFL) PER CITY OF MIDLAND NO. 615 SEE SHEET C651. INSTALL 1-12"X8" REDUCER (MJXMJ). FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. CONSTRUCT 8" 22.5° BEND (MJXMJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
6. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" 45° BEND . FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
7. INSTALL 8"X8" TEE (MJXFL) WITH THRUST BLOCKING PER CITY OF MIDLAND NO. 615 SEE SHEET C651. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1-8" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C351.
9. CONSTRUCT 12° 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C351.
10. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 8"X6" REDUCER. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
11. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
12. CONSTRUCT 8" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
13. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
14. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXMJ WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
15. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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CITY OF MIDLAND TEXAS APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL based on the City's review does not relieve the Engineer of Record of the responsibility for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance of adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of or the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the Engineer of Record's submittal, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to require the removal of work or infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance of adopted policy of the City of Midland jurisdiction.

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Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

# BAIRD ST. WL-1 PLAN AND PROFILE

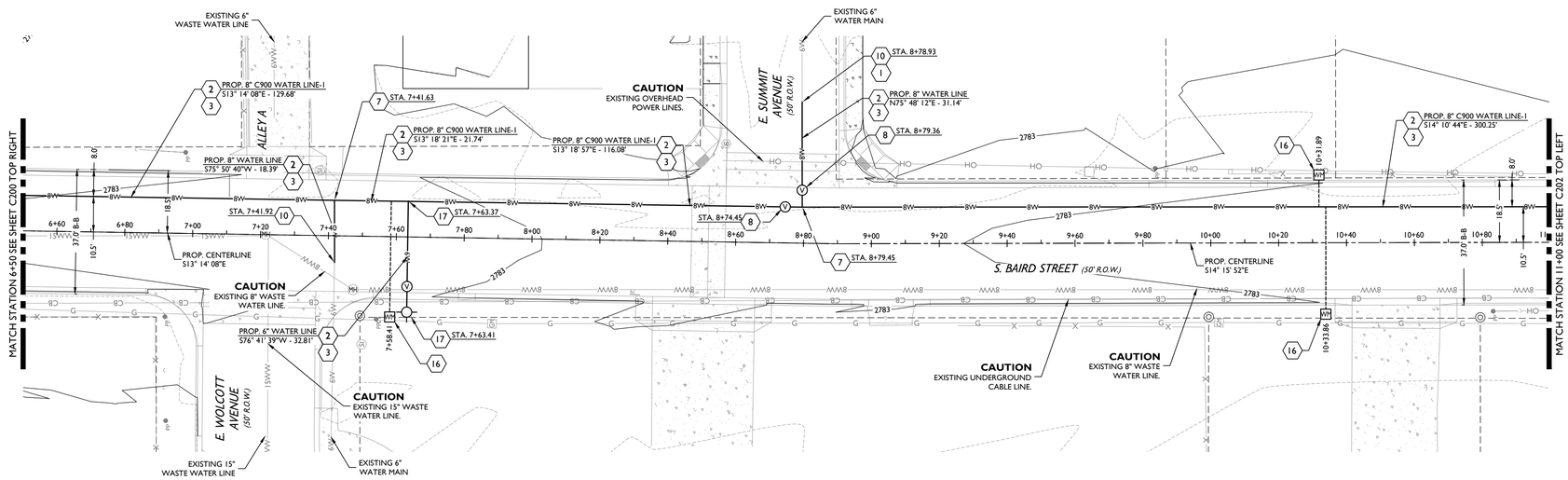
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
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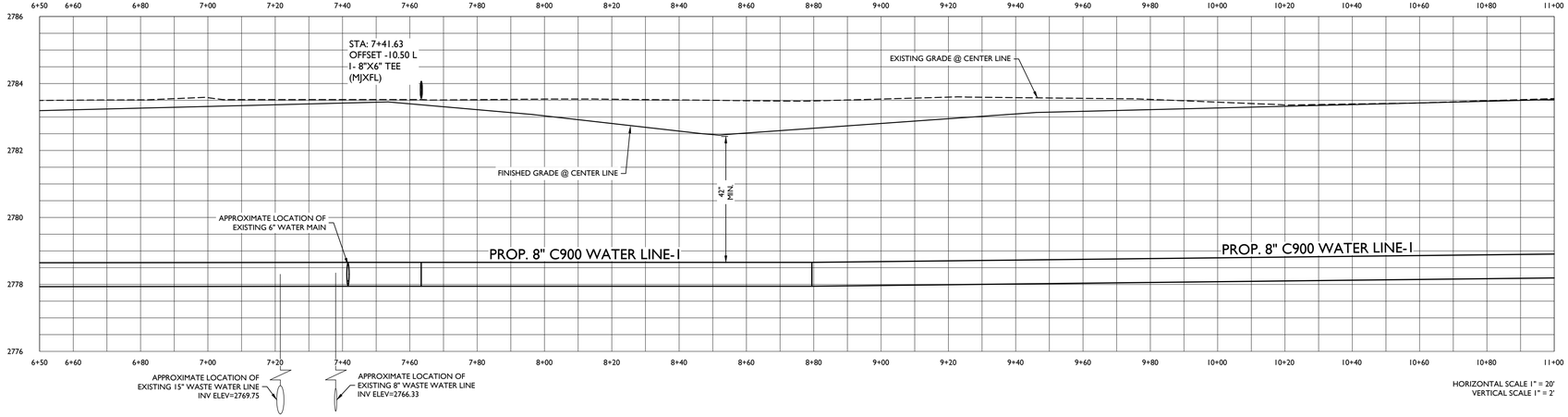
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

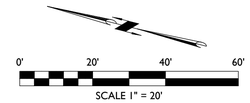
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**NOTES:**

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED 6" WATER MAIN
- DENOTES PROPOSED 8" WATER MAIN
- DENOTES PROPOSED 16" WATER MAIN

## ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
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- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
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- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED, COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

## WATER CONSTRUCTION NOTES:

TYP. 1

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CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

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DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

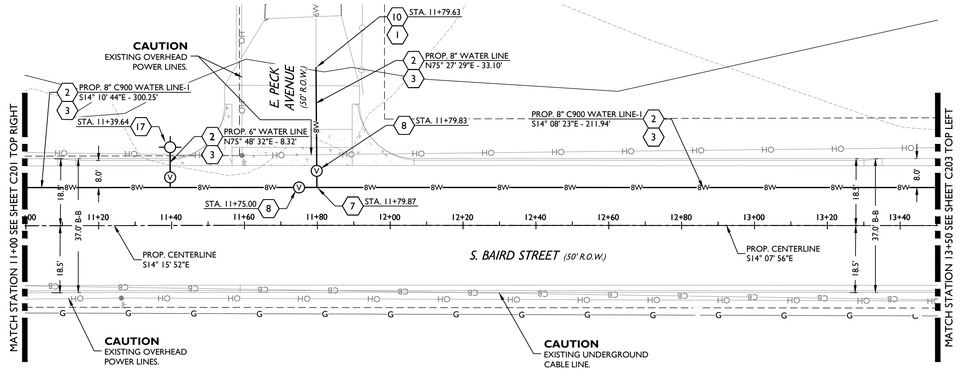
# BAIRD ST. WL-1 PLAN AND PROFILE

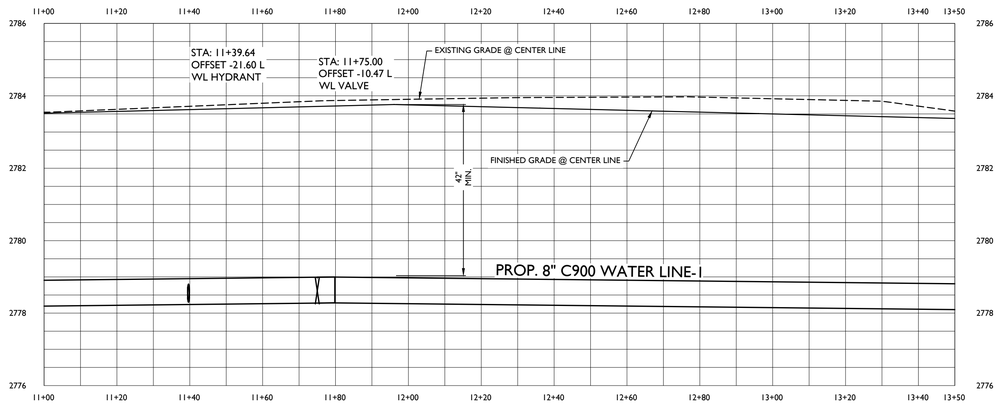
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

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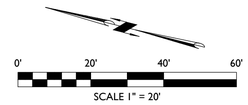

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24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 6" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.




## NOTES:

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

| | |
|---|---|
| V | DENOTES EXISTING WATER VALVE |
| | DENOTES EXISTING FIRE HYDRANT |
| W | DENOTES EXISTING WATER METER |
| PI | DENOTES EXISTING POST INDICATOR VALVE |
| M | DENOTES EXISTING WASTEWATER MANHOLE |
| CO | DENOTES EXISTING WASTEWATER CLEANOUT |
| PP | DENOTES EXISTING POWER POLE |
| UP | DENOTES EXISTING UTILITY POWER POLE |
| | DENOTES EXISTING LIGHT POLE |
| | DENOTES EXISTING GUY ANCHOR |
| T | DENOTES EXISTING TRANSFORMER PAD |
| EB | DENOTES EXISTING ELECTRIC BOX |
| TCB | DENOTES EXISTING TRAFFIC CONTROL BOX |
| FO | DENOTES EXISTING FIBER OPTIC MARKER |
| SBM | DENOTES EXISTING SOUTHWESTERN BELL MANHOLE |
| CB | DENOTES EXISTING CABLE BOX |
| C | DENOTES EXISTING CABLE SIGN |
| TP | DENOTES EXISTING TELEPHONE PEDESTAL |
| GM | DENOTES EXISTING GAS METER |
| GL | DENOTES EXISTING GAS MARKER |
| G | DENOTES EXISTING GAS RISER |
| CP | DENOTES EXISTING CAMERA POST |
| ST | DENOTES EXISTING STREET SIGN |
| S | DENOTES EXISTING STOP SIGN |
| | DENOTES EXISTING TRAFFIC SIGNAL LIGHT |
| | DENOTES EXISTING LOT LINES |
| OH | DENOTES EXISTING OVERHEAD ELECTRIC LINE |
| G | DENOTES EXISTING GAS LINE |
| 4W | DENOTES EXISTING 4" WATER MAIN |
| 6W | DENOTES EXISTING 6" WATER MAIN |
| 8W | DENOTES EXISTING 8" WATER MAIN |
| 16W | DENOTES EXISTING 16" WATER MAIN |
| 6WW | DENOTES EXISTING 6" WASTEWATER MAIN |
| 8WW | DENOTES EXISTING 8" WASTEWATER MAIN |
| 15WW | DENOTES EXISTING 15" WASTEWATER MAIN |
| | DENOTES PROPOSED FIRE HYDRANT |
| V | DENOTES PROPOSED WATER VALVE |
| W | DENOTES PROPOSED WATER METER |
| 6W | DENOTES PROPOSED 6" WATER MAIN |
| 8W | DENOTES PROPOSED 8" WATER MAIN |
| 16W | DENOTES PROPOSED 16" WATER MAIN |

CITY OF MIDLAND TEXAS
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction documents and other data related to it, or any review by the Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

| REVISIONS | BY | APPR. | DATE |
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DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

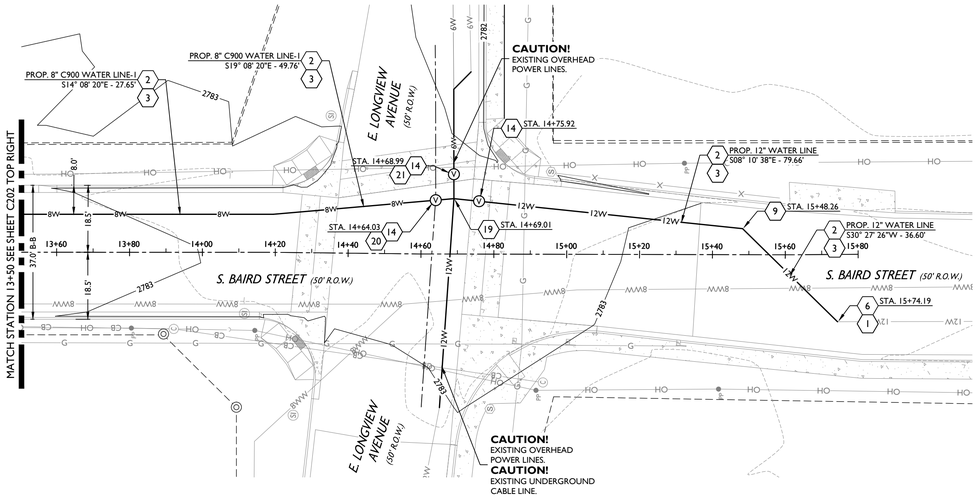
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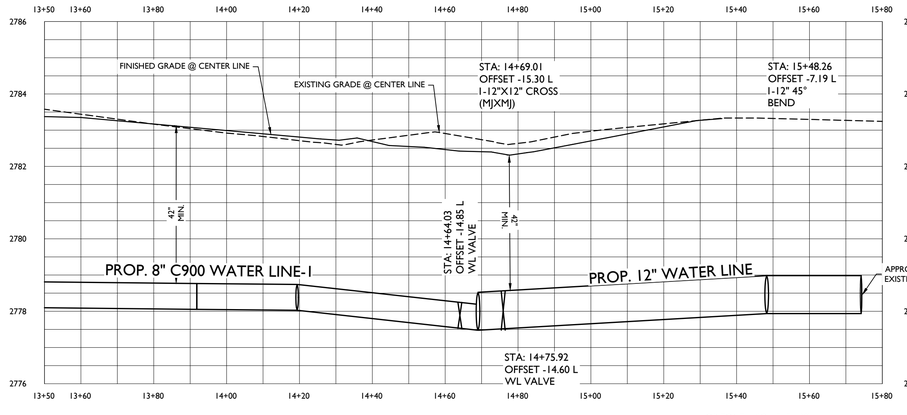
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

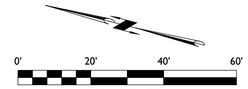
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C603 OF

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW\REF 150920\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C603 WL-1 PLAN AND PROFILE.DWG




**NOTES:**

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED 6" WATER MAIN
- DENOTES PROPOSED 8" WATER MAIN
- DENOTES PROPOSED 16" WATER MAIN

## ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

## WATER CONSTRUCTION NOTES:

TYP. (1)

1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.
2. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12"x12" TEE (MJXFL) PER CITY OF MIDLAND NO. 615 SEE SHEET C651. INSTALL 1-12"X8" REDUCER (MJXMJ). FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. CONSTRUCT 8" 22.5° BEND (MJXMJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
6. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" 45° BEND . FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
7. INSTALL 12"x8" TEE (MJXFL) WITH THRUST BLOCKING PER CITY OF MIDLAND NO. 615 SEE SHEET C651. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1-8" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C351.
9. CONSTRUCT 12" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C351.
10. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 8"X6" REDUCER. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
11. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
12. CONSTRUCT 8" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
13. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
14. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXMJ WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
15. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. REPLACE EXISTING 1" WATER METER & SERVICE LATERAL WITH NEW 1" WATER METER SERVICE CONNECTION PER CITY OF MIDLAND DETAIL NO. 604(A) AND 604(B) SEE SHEET C653.
17. INSTALL 1 EA. 8"X6" TEE, MJXFL PER CITY OF MIDLAND DETAIL NO. 615 SEE SHEET C351 AND DETAIL NO. 601 SEE SHEET C652.
    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. CONSTRUCT 12" CROSS (MJ X MJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 614 ON SHEET C653.
20. INSTALL 1-12" X8" REDUCER.
21. INSTALL 1-12"X6" REDUCER.
22. CONSTRUCT 6" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
23. INSTALL PROPOSED WATER LINE OVER PROPOSED SEWER LINE PER CITY OF MIDLAND DETAIL 307 ON SHEET C650.
24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 6" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb 220077

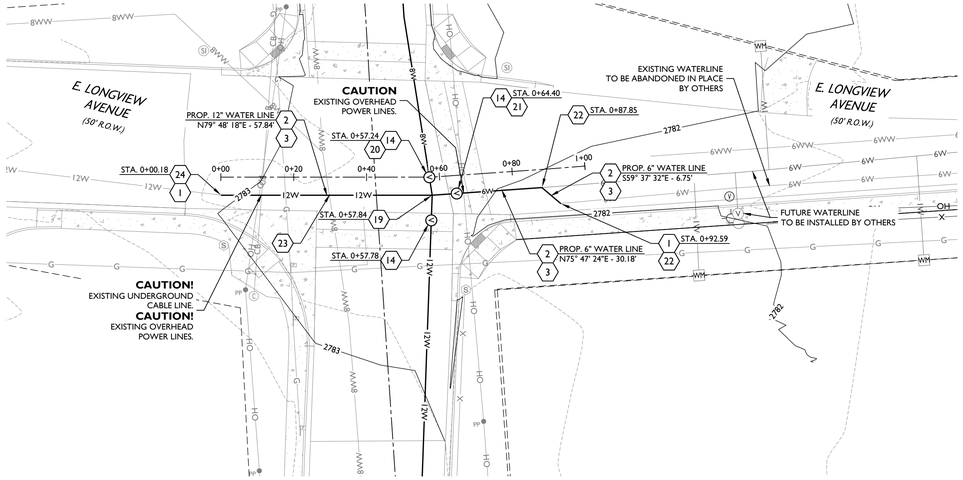
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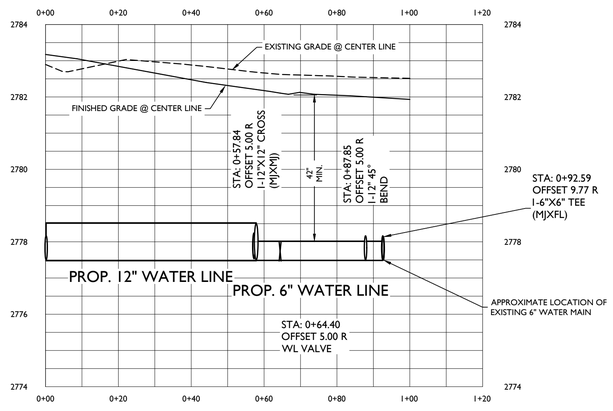
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

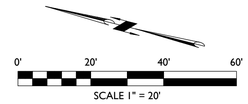
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C604 OF

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**NOTES:**

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
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- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
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- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
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- DENOTES PROPOSED 8" WATER MAIN
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TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

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3. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12"x12" TEE (MJXFL) PER CITY OF MIDLAND NO. 615 SEE SHEET C651. INSTALL 1-12"X8" REDUCER (MJXMJ). FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. CONSTRUCT 8" 22.5° BEND (MJXMJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
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7. INSTALL 6"X8" TEE (MJXFL) WITH THRUST BLOCKING PER CITY OF MIDLAND NO. 615 SEE SHEET C651. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1-8" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C351.
9. CONSTRUCT 12" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C351.
10. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 8"X6" REDUCER. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
11. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
12. CONSTRUCT 8" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
13. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
14. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXMJ WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
15. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. REPLACE EXISTING 1" WATER METER & SERVICE LATERAL WITH NEW 1" WATER METER SERVICE CONNECTION PER CITY OF MIDLAND DETAIL NO. 604(A) AND 604(B) SEE SHEET C653.
17. INSTALL 1 EA. 8"X6" TEE, MJXFL PER CITY OF MIDLAND DETAIL NO. 615 SEE SHEET C351 AND DETAIL NO. 601 SEE SHEET C652.

    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. CONSTRUCT 12" CROSS (MJ X MJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 614 ON SHEET C653.
20. INSTALL 1-12" X8" REDUCER.
21. INSTALL 1-12"X6" REDUCER.
22. CONSTRUCT 6" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
23. INSTALL PROPOSED WATER LINE OVER PROPOSED SEWER LINE PER CITY OF MIDLAND DETAIL 307 ON SHEET C650.
24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 6" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

CITY OF MIDLAND TEXAS APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Design and Construction Standards and Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements for failure to comply with the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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


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Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


| | BY | APPR. | DATE |
|---|---|---|---|
| REVISIONS | | | |
| 1 | | | |

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

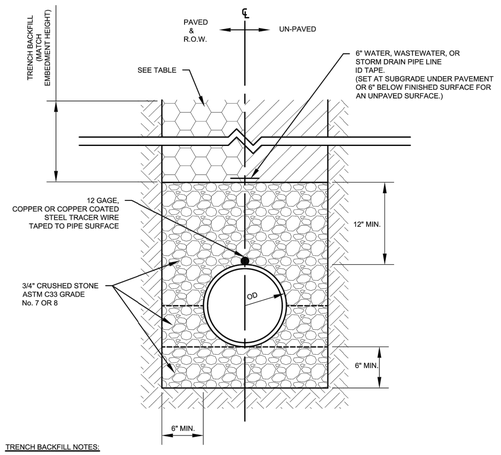
# BAIRD ST. WL-1 PLAN AND PROFILE

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C605 OF

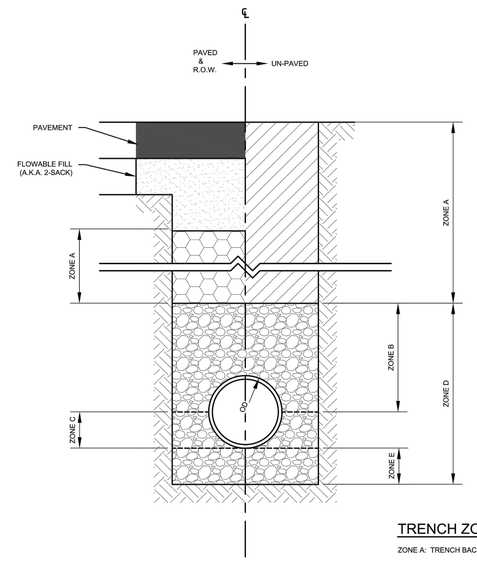

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TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | TRENCHING AND BEDDING | | 310(A) |

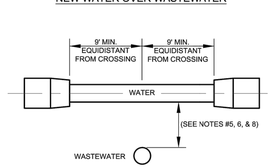



TRENCH ZONES:

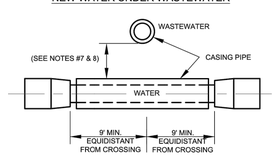
ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | TRENCHING AND BEDDING | | 310(B) |

NEW WATER OVER WASTEWATER




NEW WATER UNDER WASTEWATER

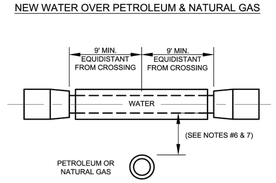



NOTES:

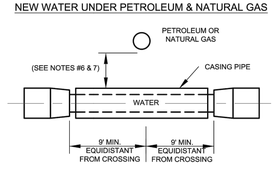
1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | NEW WATER MAIN CROSSING WASTEWATER MAIN | | 307 |
| APPROVED: MCC | | | |

NEW WATER OVER PETROLEUM & NATURAL GAS




NEW WATER UNDER PETROLEUM & NATURAL GAS




NOTES:

1. SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. PETROLEUM OR NATURAL GAS LINES AND MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
4. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
5. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WATER MAIN TO CROSS PETROLEUM OR NATURAL GAS LINE AT 90° ANGLE.
6. NEW WATER MAIN CROSSING OVER OR BENEATH NEW OR EXISTING PETROLEUM OR NATURAL GAS LINES TO BE ENCASED IN MINIMUM 18'.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF PETROLEUM OR NATURAL GAS LINES TO BE NO LESS THAN 2.0'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | NEW WATER MAIN CROSSING PETROLEUM AND NATURAL GAS LINE | | 308 |
| APPROVED: MCC | | | |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the City Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services is authorized to grant, in writing, exceptions to permit public infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150920\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C650 UTILITY DETAILS.DWG

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| BY | APPR. | DATE | REVISIONS. |
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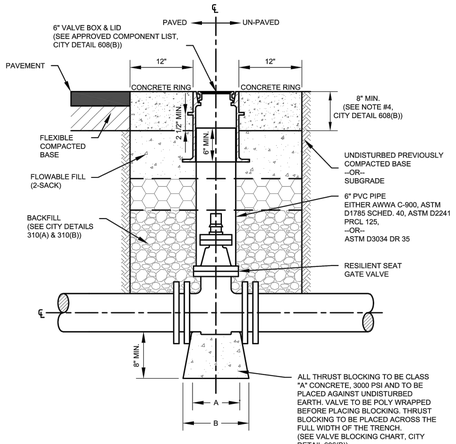
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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

# BAIRD ST. UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C650 OF




| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPICAL VALVE AND VALVE BOX | | 608(A) |
| APPROVED: MCC | | | |

APPROVED COMPONENT LIST

| NO. | VALVES | VALVE COVERS | VALVE BOX |
|---|---|---|---|
| 1 | MUELLER 2360 M/J | MUELLER 2360 FL X FL | BASS & HAYS STANDARD 390-1 "SHORTY" |
| 2 | M & H 4067 M/J | M & H 4067-0 | OR APPROVED EQUAL |
| 3 | CL0W 2838 M/J | CL0W 2840 FL X FL | |
| 4 | OR APPROVED EQUAL | OR APPROVED EQUAL | |

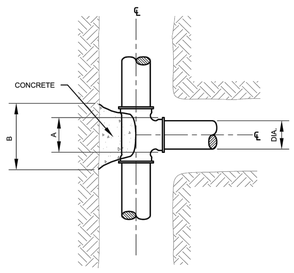
VALVE BLOCKING CHART

| PIPE SIZE | A | B |
|---|---|---|
| 4" | 5.0" | 10.5" |
| 6" | 6.5" | 1'-0" |
| 8" | 6.5" | 1'-0" |
| 10" | 8.0" | 1'-1.0" |
| 12" | 8.5" | 1'-2.0" |

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPICAL VALVE AND VALVE BOX DETAILS | | 608(B) |
| APPROVED: MCC | | | |




TEE

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

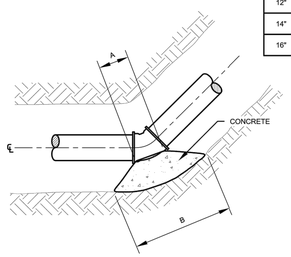
| "T" RUN DIA. | STEM DIA. | BLOCKING DIMENSIONS | | |
|---|---|---|---|---|
| | | A | B | *C |
| TEE | | | | |
| 4" | ALL | 11" | 1'-0" | 1'-0" |
| 6" | ALL | 1'-2" | 1'-7" | 1'-0" |
| 8" | ALL | 1'-4" | 2'-2" | 2'-2" |
| 10" | ALL | 1'-8" | 2'-8" | 2'-8" |
| 1'-0" | THRU 6" | 1'-10" | 1'-10" | 1'-8" |
| 1'-0" | OVER 6" | 1'-10" | 3'-2" | 3'-2" |
| 1'-2" | THRU 8" | 2'-2" | 2'-2" | 1'-11" |
| 1'-2" | OVER 8" | 2'-2" | 3'-8" | 3'-8" |
| 1'-4" | THRU 8" | 2'-4" | 2'-4" | 2'-2" |
| 1'-4" | OVER 8" | 2'-4" | 4'-3" | 4'-3" |

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | BLOCKING FOR TEE | | 615 |
| APPROVED: MCC | | | |




BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

| DIA. OF PIPE | DEGREE OF BEND | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 11 1/4° | | | 22 1/2° | | | 45° | | | 90° | | |
| | A | B | *C | A | B | *C | A | B | *C | A | B | *C |
| 4" | 0'-4" | 1'-0" | 1'-0" | 0'-5" | 1'-0" | 1'-0" | 0'-6" | 1'-0" | 1'-0" | 0'-11" | 1'-3" | 1'-3" |
| 6" | 0'-7" | 1'-0" | 1'-0" | 0'-7" | 1'-0" | 1'-0" | 0'-8" | 1'-5" | 1'-5" | 1'-3" | 1'-11" | 1'-11" |
| 8" | 0'-8" | 0'-10" | 1'-2" | 0'-9" | 1'-4" | 1'-4" | 0'-10" | 1'-10" | 1'-10" | 1'-6" | 2'-6" | 2'-6" |
| 10" | 0'-10" | 1'-0" | 1'-5" | 0'-11" | 1'-8" | 1'-8" | 1'-1" | 2'-4" | 2'-4" | 1'-11" | 3'-2" | 3'-2" |
| 12" | 1'-0" | 1'-3" | 1'-8" | 1'-1" | 2'-0" | 2'-0" | 1'-3" | 2'-10" | 2'-10" | 2'-2" | 3'-10" | 3'-10" |
| 14" | 0'-11" | 1'-5" | 1'-11" | 1'-1" | 2'-4" | 2'-4" | 1'-3" | 3'-3" | 3'-3" | | | |
| 16" | 1'-1" | 1'-8" | 2'-2" | 1'-2" | 2'-8" | 2'-8" | 1'-5" | 3'-9" | 3'-9" | | | |

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | BLOCKING FOR HORIZONTAL BENDS | | 616 |
| APPROVED: MCC | | | |

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of the APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The Director of Engineering Services may withdraw construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services from requiring the correction of errors in the plans and construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements misrepresented as a result of errors or omissions in the Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.


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


| BY | APPR. | DATE |
|---|---|---|
| REVISIONS: | | |
| △ | | |

DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb 220077

# BAIRD ST. UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C651 OF

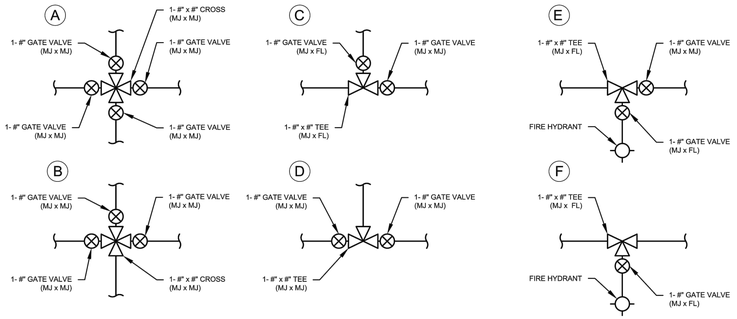

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## CROSS FITTING RESTRAINTS

## TEE FITTING RESTRAINTS

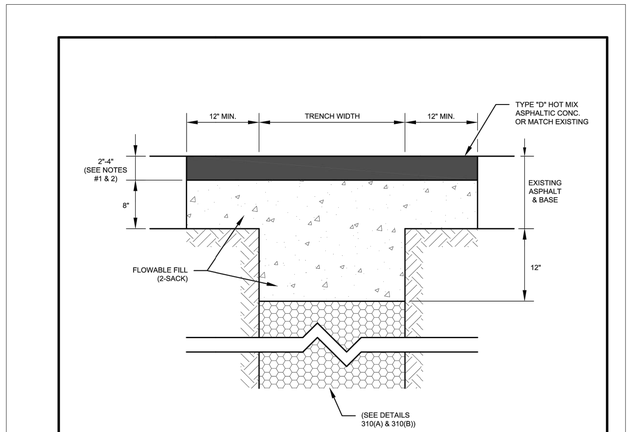
## FIRE HYDRANT RESTRAINTS




NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

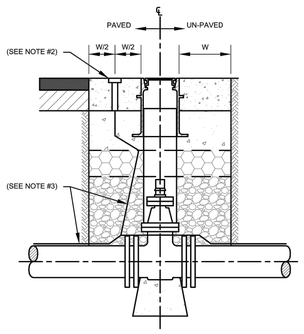
| | | | |
|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | TYPICAL FITTING RESTRAINT CONFIGURATIONS | | 601 |
| APPROVED: MCC | | | |



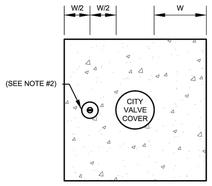

NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
| EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: | |
| ASPHALT TRENCH PAVEMENT REPLACEMENT | | 311 | |




CROSS SECTION VIEW




PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY TO END OF TEST STATION. TRACER WIRE TO REMAIN ENTIRELY COVERED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | VALVE DETECTOR WIRE END | | 320 |
| APPROVED: MCC | | | |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The approval of these plans and specifications shall be construed to be non-exclusive authority to construct the same pursuant to the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of of the City Codes, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of, or withdraw approval for, any system that is not in accordance with the Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| REVISIONS | BY: | APPR. | DATE |
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# BAIRD ST. UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

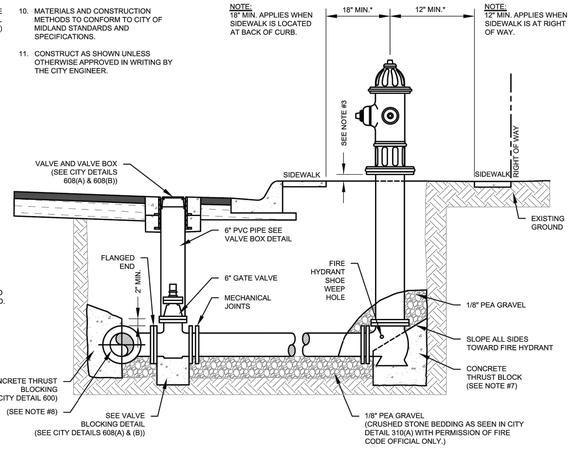
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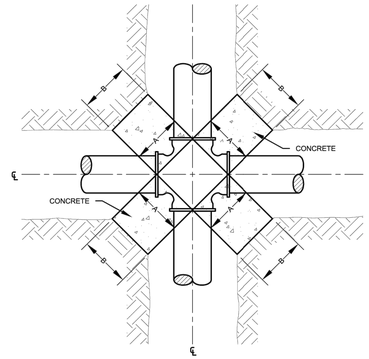

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NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.




| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | FIRE HYDRANT NEW WATER MAIN | | 603 |
| APPROVED: MCC | | | |




CROSS BLOCKING

CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

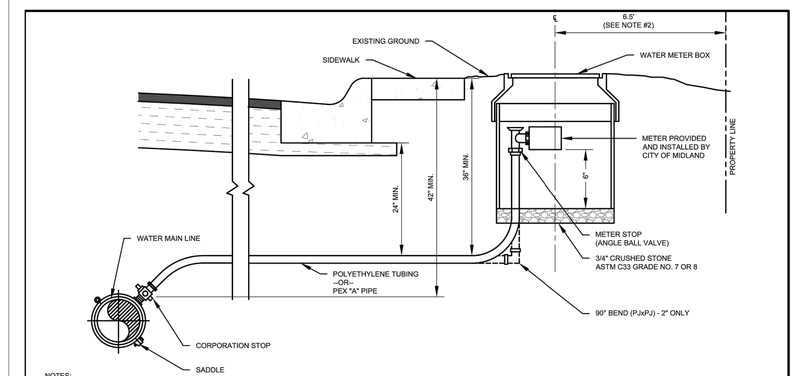
| CROSS DIA. | BLOCKING DIMENSIONS | | |
|---|---|---|---|
| | A | B | *C |
| 4"x 4" | 0'-11" | 1'-0" | 1'-0" |
| 6"x 6" | 1'-2" | 1'-7" | 1'-0" |
| 8"x 8" | 1'-4" | 2'-2" | 2'-2" |
| 10"x 10" | 1'-8" | 2'-8" | 2'-8" |
| 12"x 12" | 1'-10" | 3'-2" | 3'-2" |
| 14"x 14" | 2'-2" | 3'-8" | 3'-8" |
| 16"x 16" | 2'-4" | 4'-3" | 4'-3" |

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | BLOCKING FOR CROSS | | 614 |
| APPROVED: MCC | | | |




NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | 1" AND 2" WATER METER AND SERVICE CONNECTION | | 604(A) |
| APPROVED: MCC | | | |

APPROVED COMPONENT LIST

| 1" WATER METER SERVICE | 2" WATER METER SERVICE |
|---|---|
| SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD FCD202 SADDLE<br>2. MUELLER DR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 4855A<br>4. OR APPROVED EQUAL | SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD FCD202 SADDLE<br>2. MUELLER DR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 4855A<br>4. OR APPROVED EQUAL |
| SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD 202BSD SADDLE<br>2. MUELLER BR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 3855<br>4. OR APPROVED EQUAL | SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD 202BSD SADDLE<br>2. MUELLER BR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 3855<br>4. OR APPROVED EQUAL |
| CORPORATION STOP<br>1. FORD FB1000-4-G-NL<br>2. MUELLER B-25008N<br>3. A.Y. MCDONALD SERIES 74701B-22 1<br>4. OR APPROVED EQUAL | CORPORATION STOP<br>1. FORD FB1000-7-G-NL<br>2. MUELLER B-25008N<br>3. A.Y. MCDONALD SERIES 74701B-22 2<br>4. OR APPROVED EQUAL |
| CURB STOP METER VALVE<br>1. FORD BA43-444W-G-NL<br>2. MUELLER B-25172N<br>3. A.Y. MCDONALD SERIES 74602B-22 1<br>4. OR APPROVED EQUAL | CURB STOP METER VALVE<br>1. FORD BFA43-777W-G-NL<br>2. MUELLER B-25172N<br>3. A.Y. MCDONALD SERIES 74602B-22 2<br>4. OR APPROVED EQUAL |
| WATER METER BOX<br>1. EAST JORDAN 32197099A02<br>2. OR APPROVED EQUAL | WATER METER BOX<br>1. EAST JORDAN 32244000A01<br>2. OR APPROVED EQUAL |
| SERVICE LINE PIPE<br>1. ASTM D-2737 POLYETHYLENE TUBING<br>2. MUNICI PEX 'A' PIPE<br>3. OR APPROVED EQUAL | SERVICE LINE PIPE<br>1. ASTM D-2737 POLYETHYLENE TUBING<br>2. MUNICI PEX 'A' PIPE<br>3. OR APPROVED EQUAL |

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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|---|---|---|---|
| EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: | |
| 1" AND 2" WATER METER AND SERVICE CONNECTION | | 604(B) | |

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| REVISIONS | BY | APPR. | DATE |
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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

# BAIRD ST. UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C653 OF

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**COMPASS 04**
**Pre-Bid Meeting Agenda**
**Project No. PU22-02**
**February 15, 2023**

**Discussion Items**

1. Sign-In Sheet

2. Project Overview and Scope
   - The project will include the removal, replacement, and installation of existing and proposed paving, sidewalk, and structure infrastructure and appurtenances including all necessary mobilization, pavement removal, excavation, embankment, backfill, compaction, formwork, pavement placement, sidewalk placement, removal, abandonment, replacement, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, structure placement, vegetation and stabilization, as well as erosion control, traffic control, stabilization, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.
3. Bid Process
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:
     bwojciechowski@midlandtexas.gov
   - Quantities listed in the Proposal are not indicative of or guarantees of the actual project.
   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, February 17, 2023 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - **Bid Opening is Wednesday, February 22, 2023 at 2:00 PM** in the City of Midland Council Chambers located on the 1st Floor of Midland's City Hall.
     - The Bid Opening will be open to the public, and bidders are free to attend in person.
     - No late bids will be accepted.
     - Bidders must be willing to sign the contract as is.
     - Bidders must complete the conflict of interest forms if applicable.
     - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.

- Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

4. Erosion Control Plan
    - The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days for small sites or 7 days for large site before ground is disturbed.
    - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles or spoils, backfill material, etc. are to always include sandbag BMPs or similar temporary erosion protection emplacements.
    - Contractor is required to remove all temporary BMPs placed at the end of the project. This is considered subsidiary to the overall project.
5. Address Project Specifics
    - The requirement for the Water and Wastewater License is included for this bid. Please make sure you submit proof of an active license in the bid packet.
    - The pay notes for project mobilization, job site safety, etc. are different from others in the past. This will be bid as a lump sum and paid on a prorated basis. Please prepare the bids accordingly.
    - If awarded the contract, City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 04 – Baird Street Portion, is being paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.

6. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to **Bobby Wojciechowski** with the City of Midland.

Engineering Services

**Bobby Wojciechowski**
Phone: (432) 685-7519
Email: bwojciechowski@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

PACKET 7.357 March 28, 2023

**Pre-Bid Meeting Attendance**

PU22-02

COMPASS 04

Date: 02.15.2023 - 3:00 PM

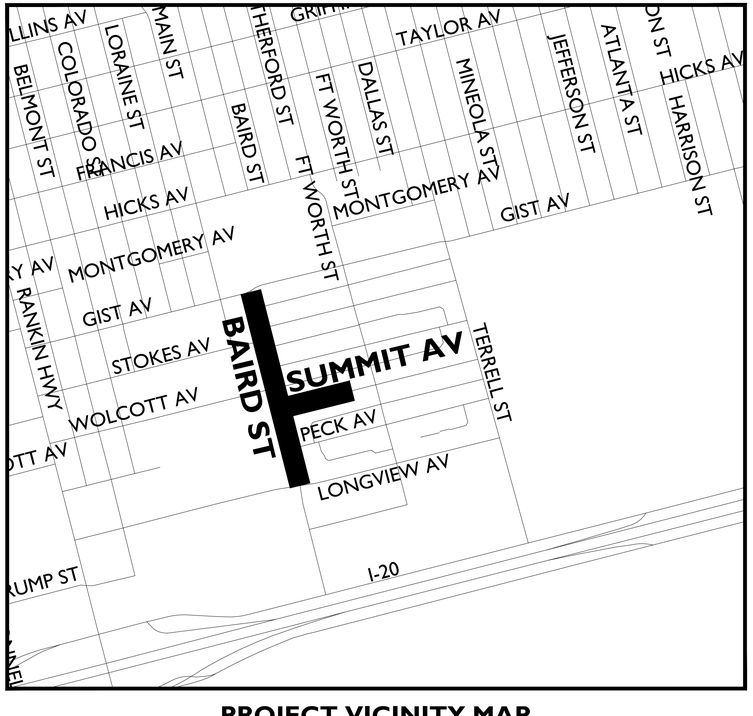
| ☑ | Name *(Please Print)* | Company Name *(Please Print)* | Phone Number | Fax Number | Email |
|---|---|---|---|---|---|
| | Madison Brasuell | City of Midland | (432) 685-7289 | - | mbrasuell@midlandtexas.gov |
| | Bobby Wojciechowski | City of Midland | (432) 685-7519 | - | bwojciechowski@midlandtexas.gov |
| | Kylee McClendon | Boler | 432-694-0660 | | Kylee@boler.net |
| | Chris Adams | Boler | 432-694-0660 | | bids@boler.net |
| | Todd Overend | Boler | 432-553-5861 | | todd@boler.net |
| | John Darnell | ONYX | 432 561-8900 | | John@onyxcontractors.com |
| | George Williams | Reece Albert | 528-4450 | | gwilliams@reecealbertinc.com |
| | Isaac G. Garnett | — | — | — | — |
| | Erika Martinez | City of Midland | | | |
| | Anissa Flores | City of Midland | — | | aflores@midlandtexas.gov |
| | Savannah Perales | City of Midland | — | | sperales@midlandtexas.gov |
| | Taha Salseeni | COM | 685-7511 | | |
| | Mike Hester | REECE ALBERT INC | 570-0481 | | MIKE@REECEALBERTINC.COM |
| | STEVE STRAIN | ONYX CONT. | 432 561-8900 | | estimating@onyxcontractors.com |
| | Josh Ferguson | CoM | (432) 685-7290 | | jferguson@midlandtexas.gov |
| | | | | | |

| FINAL PLANS | |
|---|---|
| CONTRACTOR: | |
| DATE CONTRACTOR BEGAN WORK: | |

| AS BUILT | |
|---|---|
| DATE WORK WAS COMPLETED: | |
| FINAL CONTRACT COST: | |
| PROJECT CLOSEOUT DATE: | |

MIDLAND
Engineering Services

# CITY OF MIDLAND PAVING, ALLEYS, STREETS & SIDEWALKS 04
# PROJECT NUMBER: PU22-02




**PROJECT VICINITY MAP**
NOT TO SCALE

MAYOR

**LORI BLONG**

COUNCIL MEMEBERS

| | |
|---|---|
| **SCOTT DUFFORD** | **DISTRICT 1** |
| **JOHN NORMAN** | **DISTRICT 2** |
| **JACK LADD** | **DISTRICT 3** |
| **AMY STRETCHER BURKES** | **DISTRICT 4** |
| **ROBIN POOLE** | **AT LARGE** |
| **DAN CORRALES** | **AT LARGE** |

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICE DIRECTOR
JOSE E. ORTIZ, PE
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

| SHEET LIST TABLE | |
|---|---|
| Sheet Number | Sheet Title |
| C100 | COVER SHEET |
| C101A | QUANTITIES |
| C101B | QUANTITIES |
| C102 | GENERAL NOTES |
| C103 | GENERAL NOTES |
| C110 | BAIRD ST. EXISITING TOPOGRAPHY |
| C111 | SUMMIT AVE. EXISTING TOPOGRAPHY |
| C130 | BAIRD ST. EROSION CONTROL PLAN |
| C131 | SUMMIT AVE. EROSION CONTROL PLAN |
| C140A | S. BAIRD ST. DEMOLITION PLAN |
| C140B | S. BAIRD ST. DEMOLITION PLAN |
| C140C | S. BAIRD ST. DEMOLITION PLAN |
| C141A | SUMMIT AVE. DEMOLITION PLAN |
| C200 | TYPICAL SECTIONS |
| C201 | BAIRD ST. MASTER LAYOUT |
| C202 | BAIRD ST. PLAN AND PROFILE |
| C203 | BAIRD ST. PLAN AND PROFILE |
| C204 | ALLEY A PLAN AND PROFILE |
| C205 | BAIRD ST. PLAN AND PROFILE |
| C206 | BAIRD ST. PLAN AND PROFILE |
| C207 | SUMMIT AVE. MASTER LAYOUT |
| C208 | SUMMIT AVE. PLAN AND PROFILE |
| C250 | PAVING DETAILS |
| C251 | PAVING DETAILS |
| C252 | PAVING DETAILS |
| C300 | QUANTITIES |
| C301 | BAIRD ST. UTILITY GENERAL NOTES |
| C302 | BAIRD ST. UTILITY GENERAL NOTES |
| C401 | BAIRD ST. UTILITY EROSION CONTROL PLAN |
| C402 | BAIRD ST. UTILITY EROSION CONTROL DETAILS |
| C501 | BAIRD ST. UTILITY DEMOLITION PLAN |
| C601 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C602 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C603 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C604 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C605 | BAIRD ST. WL-1 PLAN AND PROFILE |
| C650 | BAIRD ST. UTILITY DETAILS |
| C651 | BAIRD ST. UTILITY DETAILS |
| C652 | BAIRD ST. UTILITY DETAILS |
| C653 | BAIRD ST. UTILITY DETAILS |

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services may also revoke this APPROVAL upon discovery that the infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRYCE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

**COVER SHEET**
**COMPASS 04**
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
**C100**

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⚠

SUMMARY OF DEMOLITION ITEMS

| | REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED GRAVEL/ CALICHE | REMOVAL & DISPOSAL OF UNCLASSIFIED CONCRETE PAVEMENT | REMOVAL & DISPOSAL OF EXISTING ASPHALT | REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER | DEMOLISH EXISTING FENCE |
|---|---|---|---|---|---|
| UNIT | SY | SY | SY | LF | LF |
| DEPTH | VARIES | VARIES | 2"–4" | – | – |
| RATE | – | – | – | – | – |
| SHEET C140A | – | 41 | 1,645 | 71 | 88 |
| SHEET C140B | 138 | 187 | 1,336 | 21 | – |
| SHEET C140C | – | 242 | 1,778 | 134 | 76 |
| | | | | | |
| | | | | | |
| | | | | | |
| SHEET C141A | – | 83 | 836 | – | – |
| | | | | | |
| TOTALS: | 138 | 553 | 5,596 | 227 | 164 |

⚠

SUMMARY OF PAVING ITEMS

| | SUBGRADE PREPARATION | 6" CONCRETE ALLEY APPROACH | 6" JOINTED CONCRETE PAVEMENT | 6" CONCRETE DRIVEWAY APPROACH | 2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70–22) | 8" FLEXIBLE BASE (TYPE A, GRADE 4) (STREETS& ALLEYS) | 6" FLEXIBLE BASE (TYPE A, GRADE 4) (ALLEY APPROACHES) | BITUMINOUS PRIME COAT (MC–30) | BITUMINOUS TACK COAT (MC–30) | TYPE A CONCRETE CURB & GUTTER | TYPE D CONCRETE LAYDOWN CURB & GUTTER | TRANSITION TO LAY–DOWN CURB |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| UNIT | SY | SY | SY | SY | TON | SY | SY | GAL | GAL | LF | LF | LF |
| DEPTH | 6–8" TYP. | – | 6" | 6" | 2" | 8" | 6" | – | – | 6" | 2" | – |
| RATE | – | – | – | – | 220 LBS/SY | – | – | 0.20 GAL/SY | 0.10 GAL/SY | – | – | – |
| SHEET C202 | 1,562 | – | – | | 158 | 1,440 | – | 288 | 144 | 666 | 187 | 50 |
| SHEET C203 | 1,496 | | – | 35 | 143 | 1,303 | – | 261 | 130 | 695 | 182 | 70 |
| SHEET C204 | 112 | 32 | 80 | – | – | – | 112 | – | – | – | – | – |
| SHEET C205 | 1,892 | | – | – | 201 | 1,831 | – | 366 | 183 | 1,078 | 91 | 40 |
| SHEET C206 | 600 | – | – | – | 56 | 505 | – | 101 | 51 | 8 | – | – |
| | | | | | | | | | | | | |
| SHEET C208 | 1,619 | – | – | | 133 | 1,209 | – | 242 | 121 | 404 | 217 | 72 |
| | | | | | | | | | | | | |
| TOTALS: | 7,281 | 32 | 80 | 35 | 692 | 6,289 | 112 | 1,258 | 629 | 2,851 | 678 | 232 |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The APPROVAL of these plans by the City Engineer authorizes the applicant to be issued a permit to construct, or cause to be constructed, the City infrastructure as shown on the plans and as required by the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS preceding its give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the plans and specifications, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans and specifications when found to be in violation of the Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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|---|---|
| 1 | PRE-BID COMMENTS FROM BRECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# QUANTITIES

## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
C101A

## SUMMARY OF PAVING ITEMS

| | 6" CONCRETE VALLEY GUTTER | 6" CONCRETE FILLET | TYPE 4 CONCRETE DIAGONAL CURB RAMP | 4" CONCRETE SIDEWALK | ADJUST EXISTING WATER VALVES | ADJUST EXISTING WATER METER | ADJUST EXISTING WASTEWATER MANHOLE | PROTECT EXISTING LIGHT POLE IN PLACE | RELOCATE EXISTING TRAFFIC SIGN | RELOCATE EXISTING MAIL BOX |
|---|---|---|---|---|---|---|---|---|---|---|
| UNIT | SY | SY | SY | SY | EA | EA | EA | EA | EA | EA |
| DEPTH | – | – | 4" | 4" | – | – | – | – | – | |
| RATE | – | – | – | – | – | – | – | – | – | – |
| SHEET C202 | 73 | 48 | 11 | – | 1 | – | – | 1 | 2 | – |
| SHEET C203 | 147 | 49 | – | – | 2 | – | 3 | – | 1 | – |
| SHEET C204 | – | – | – | – | – | – | – | – | – | – |
| SHEET C205 | 36 | 25 | 29 | – | – | 1 | 1 | – | 2 | 1 |
| SHEET C206 | 42 | 53 | – | – | 4 | – | 1 | – | – | – |
| | | | | | | | | | | |
| SHEET C208 | 37 | 25 | – | 355 | 2 | 1 | – | – | 1 | – |
| | | | | | | | | | | |
| TOTALS: | 336 | 200 | 40 | 355 | 9 | 2 | 5 | 1 | 6 | 1 |

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CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department from requiring the removal or correction of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| 1 | PRE-BID COMMENTS FROM BRECE ALBERT - 02/16/2023 |

| | |
|---|---|
| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

# QUANTITIES

## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
C101B

# GENERAL NOTES

**BENCHMARK:**

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

**GENERAL:**

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT S. BAIRD STREET, LONGVIEW AVENUE AND SUMMIT AVENUE. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
3. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
5. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
6. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
7. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
8. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
9. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
11. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
12. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
13. MATERIAL STORAGE IS TO BE PLACED IN THE WORK ZONE IDENTIFIED IN THE APPROVED TRAFFIC CONTROL PLAN.
14. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

**DEMOLITION NOTES:**

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

**EROSION CONTROL:**

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN EXCAVATIONS. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
18. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
19. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
20. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
21. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS executing to give authority to violate or cancel the provisions of of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction plans and specifications shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction plans and specifications if in violation of any City Code. Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, or City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRECE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

**GENERAL NOTES**
**COMPASS 04**
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET
**C102**


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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150001\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C102 GENERAL NOTES.DWG

# GENERAL NOTES

## EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

## CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

## PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
8. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C140A - C142A.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C140A - C142A.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 37'.
24. LAY-DOWN OPERATIONS:
    - 24.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
    - 24.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
    - 24.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
    - 24.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
    - 24.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
    - 24.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL based on the plans to be constructed to be an authorization for any violation of any of the provisions of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the plans constructed shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans constructed when found to be in violation of the Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

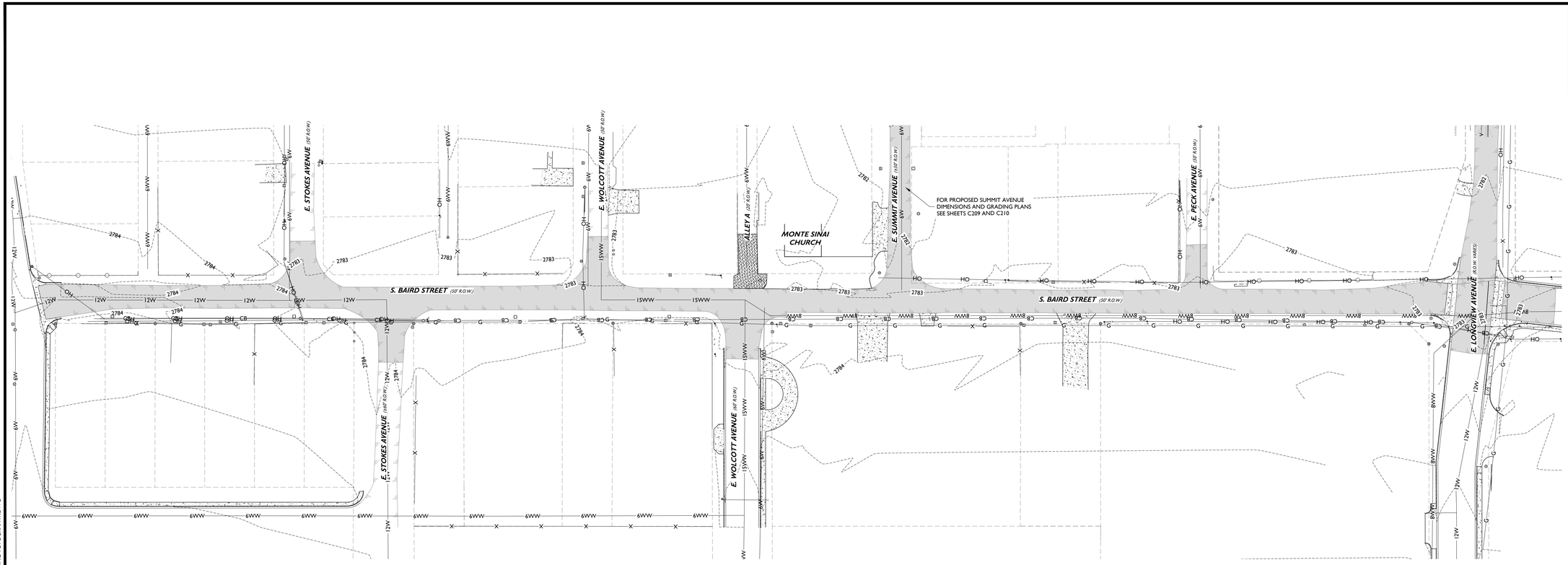
GENERAL NOTES
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C103

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0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 | | | |

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APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# BAIRD ST. EXISITING TOPOGRAPHY

## COMPASS 04

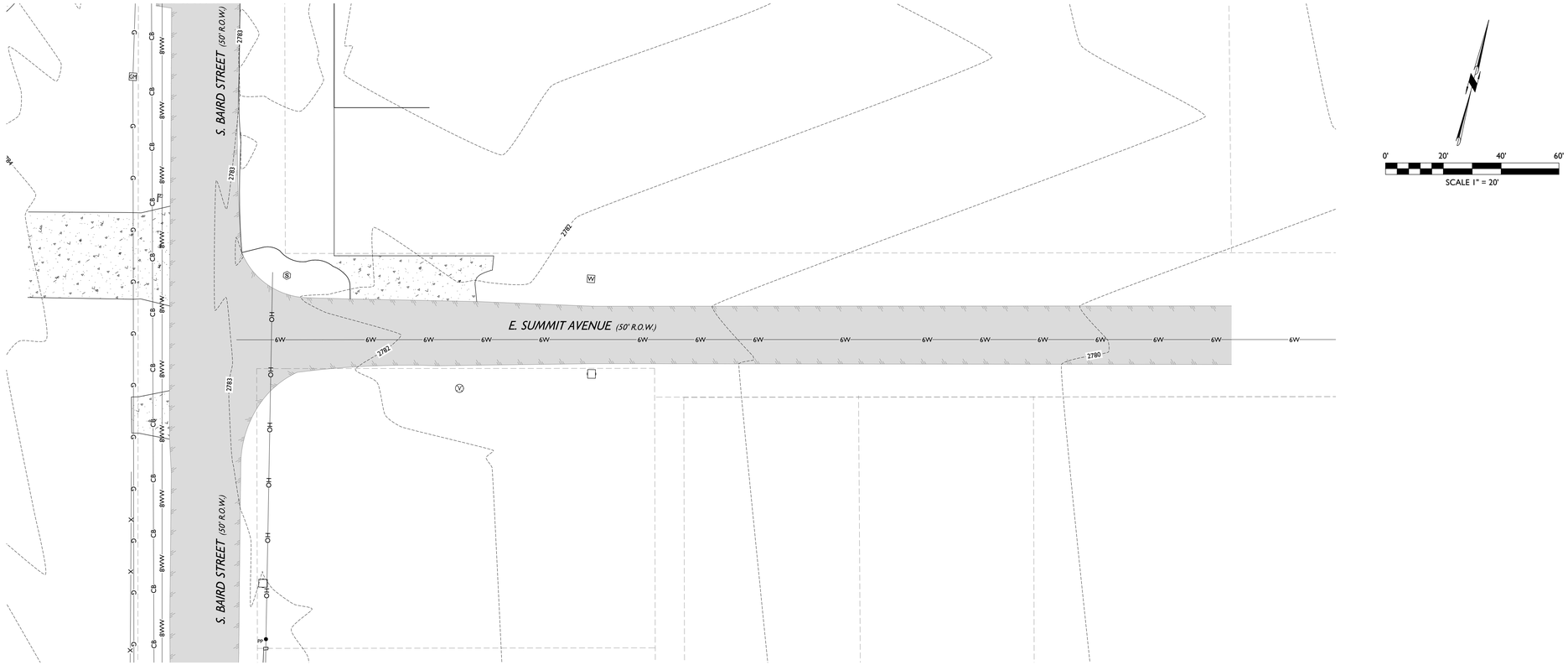
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C110

F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C110 BAIRD ST EXISITING TOPOGRAPHY.DWG

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## LEGEND

- DENOTES EXISTING WATER VALVE
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- DENOTES EXISTING CALICHE

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of construction APPROVALS shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of the APPROVAL based on the construction documents and other data shall not prevent the Engineering Services Department and not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 | | | |

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APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# SUMMIT AVE. EXISTING TOPOGRAPHY

## COMPASS 04

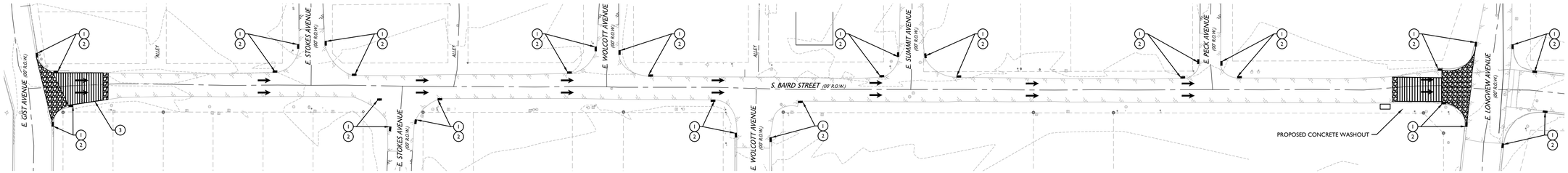
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C111

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0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING DUMPSTER
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or waive the provisions or of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction drawings and other data, the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from thereafter requiring the correction of the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements associated with this APPROVAL if in violation of the Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

**PERMANENT BMP CONSTRUCTION NOTES:**

1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES/BMP'S AND MAINTAIN AT ALL TIMES .
2. INSPECT ALL EROSION CONTROL MEASURES/BMP'S PRIOR TO RAIN EVENT TO ENSURE THEY WILL WORK AS INTENDED, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. CONSIDER INSTALL RUMBLE PLATES TO MINIMIZE TRACK OUT IN THE STREETS IN THE AREAS OF PROJECT.

**NOTE:**

CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

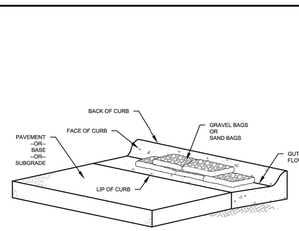
THIS PROJECT IS CONSIDERED LINEAR AND THEREFORE REQUIRES PROPER DOCUMENTATION TO BE FILED TO CITY OF MIDLAND. DOCUMENTATION INCLUDES CONSTRUCTION SITE NOTICE OR NOTICE OF INTENT (PLEASE TCEQ REQUIREMENTS FOR LARGE AND SMALL SITES) WILL REQUIRE PREPARED SWPPP. SUBMIT DOCUMENTATION 7 DAYS BEFORE WORK BEGINS ON THIS PROJECT.

EROSION CONTROL INSPECTION WILL BE REQUIRED AFTER INSTALLATION. REQUEST INSPECTION AT (MDWILLIAMS@MIDLANDTEXAS.GOV)

**GENERAL NOTES:**

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

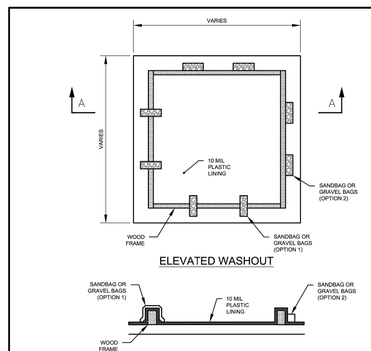
811 Know what's below. Call before you dig.




NOTES:

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

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




ELEVATED WASHOUT

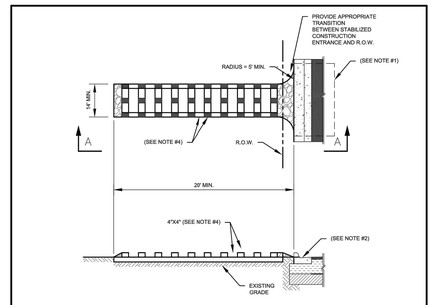



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
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8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: JEO | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: COMPASS | SCALE: NTS | DETAIL: |
| | CONCRETE WASHOUT OPTION 3 | | 715 |




SECTION 'A-A'

NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN TWENTY (20) FEET.
4. BOARDS TO ALL BE 4"X4" WOOD BOARDS IN GOOD CONDITION. PLACE BOARDS ON BOTTOM LAYER TO RUN ALONG ENTRYWAY WITH 2.0' SPACING BETWEEN BOARDS. PLACE BOARDS ON TOP LAYER TO RUN ACROSS ENTRYWAY WITH 4.0" SPACING BETWEEN BOARDS. BOLT BOARDS ON TOP LAYER TO BOARDS ON BOTTOM LAYER.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | STABILIZED CONSTRUCTION ENTRANCE OPTION 2 | | 702 |

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| BY | APPR. | DATE |
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| REVISIONS | |
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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

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| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

# BAIRD ST. EROSION CONTROL PLAN

## COMPASS 04

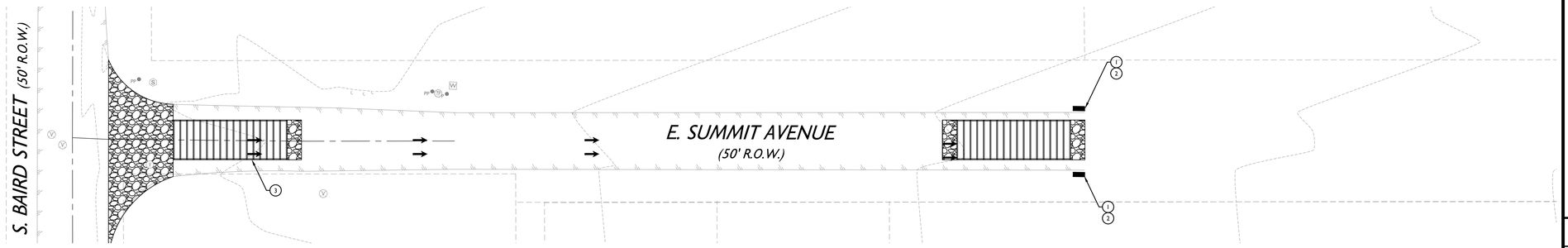
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 01/23/2023

SHEET C130

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C130 BAIRD ST EROSION CONTROL PLAN.DWG






0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING DUMPSTER
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT

**PERMANENT BMP CONSTRUCTION NOTES:**

1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES/BMP'S AND MAINTAIN AT ALL TIMES .
2. INSPECT ALL EROSION CONTROL MEASURES/BMP'S PRIOR TO RAIN EVENT TO ENSURE THEY WILL WORK AS INTENDED. GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. CONSIDER INSTALL RUMBLE PLATES TO MINIMIZE TRACK OUT IN THE STREETS IN THE AREAS OF PROJECT.

**NOTE:**

CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

THIS PROJECT IS CONSIDERED LINEAR AND THEREFORE REQUIRES PROPER DOCUMENTATION TO BE FILED TO CITY OF MIDLAND. DOCUMENTATION INCLUDES CONSTRUCTION SITE NOTICE OR NOTICE OF INTENT (PLEASE TCEQ REQUIREMENTS FOR LARGE AND SMALL SITES) WILL REQUIRE PREPARED SWPPP. SUBMIT DOCUMENTATION 7 DAYS BEFORE WORK BEGINS ON THIS PROJECT.

EROSION CONTROL INSPECTION WILL BE REQUIRED AFTER INSTALLATION. REQUEST INSPECTION AT (MDWILLIAMS@MIDLANDTEXAS.GOV)

**GENERAL NOTES:**

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
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Know what's **below.**
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CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction are void. The Director of Engineering may require changes to the construction drawings and other data submitted to the Engineering Services Department before granting APPROVAL. The Engineering Services Department bears regarding the correction of errors in the construction drawings and other data. The Director of Engineering may require changes in the construction of City infrastructure where such infrastructure is in violation of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other adopted policy of the City of Midland jurisdiction.


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| BY | APPR. | DATE |
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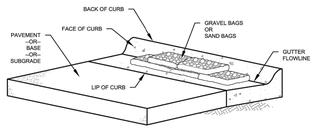
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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# SUMMIT AVE. EROSION CONTROL PLAN
# COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

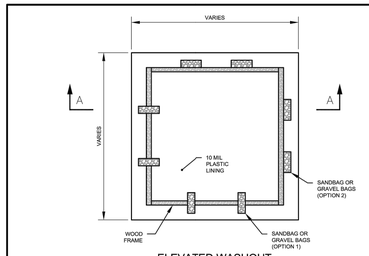
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**C131**



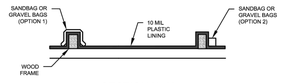

NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
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4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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




ELEVATED WASHOUT

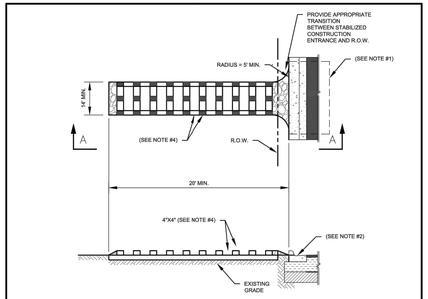



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
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| MIDLAND Engineering Services | EFFECTIVE DATE: COMPASS | SCALE: NTS | DETAIL: |
| | CONCRETE WASHOUT OPTION 3 | | 715 |




SECTION 'A-A'

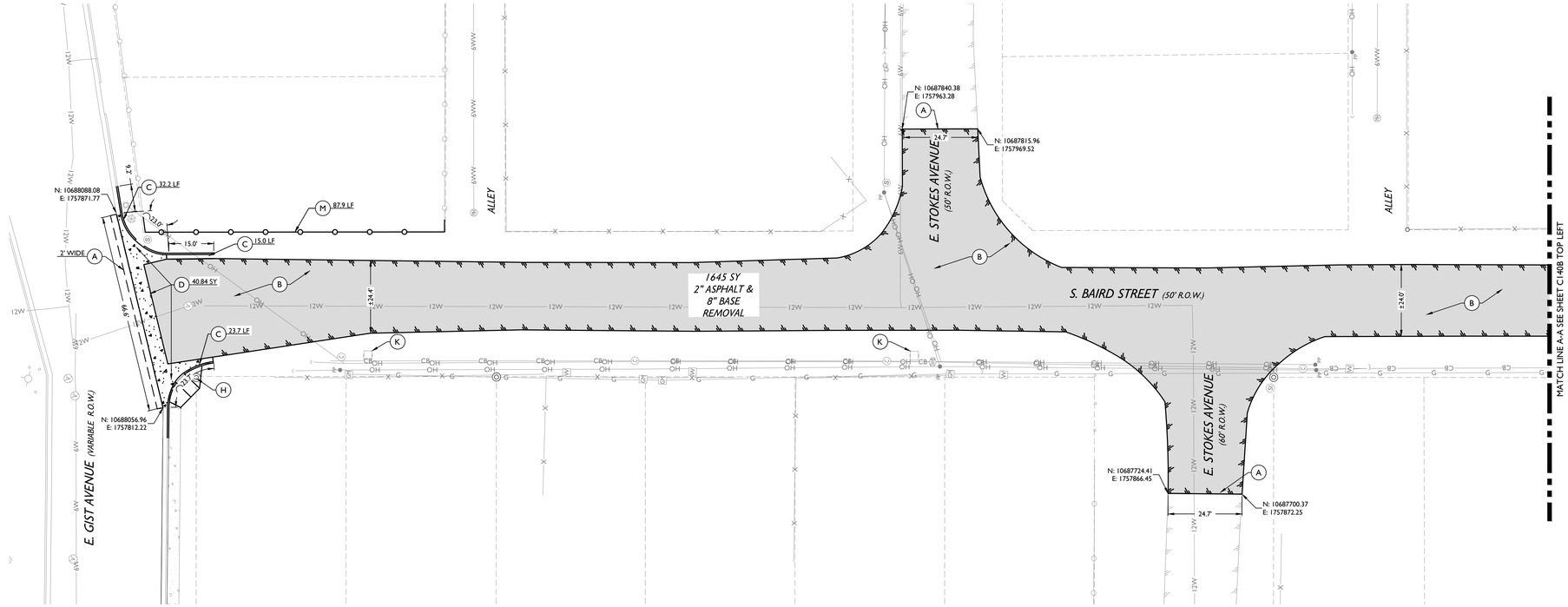
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN TWENTY (20) FEET.
4. BOARDS TO ALL BE 4"X4" WOOD BOARDS IN GOOD CONDITION. PLACE BOARDS ON BOTTOM LAYER TO RUN ALONG ENTRYWAY WITH 2.0' SPACING BETWEEN BOARDS. PLACE BOARDS ON TOP LAYER TO RUN ACROSS ENTRYWAY WITH 4.0" SPACING BETWEEN BOARDS. BOLT BOARDS ON TOP LAYER TO BOARDS ON BOTTOM LAYER.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
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| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | STABILIZED CONSTRUCTION ENTRANCE OPTION 2 | | 702 |


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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C132 SUMMIT AVE EROSION CONTROL PLAN.DWG




## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

## DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING DRIVEWAY CONTRACTOR TO VERIFY SHOWN LIMITS IN FIELD.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT AND THE LIMITS SHOWN. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

K. APPROXIMATE LOCATION OF EXISTING DUMPSTERS. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TRASH SERVICES FOR RELOCATION.

L. CLEAR AND GRUB EXISTING VEGETATION TO PROPOSED PAVEMENT LIMITS

M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

N. PROTECT EXISTING DRIVEWAYS IN PLACE

CITY OF MIDLAND — APPROVED — 02/17/2023 — ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the City of Midland from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department may withdraw this APPROVAL and stop any City infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

## GENERAL DEMO NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
- ALL EXISTING TREES NOTED FOR REMOVAL ON THIS SHEET MUST BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL ON THIS SHEET SHALL REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.
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| BY | APPR. | DATE |
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| Δ | REVISIONS |
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| 1 | PRE-BID COMMENTS FROM BRYCE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# S. BAIRD ST. DEMOLITION PLAN

## COMPASS 04

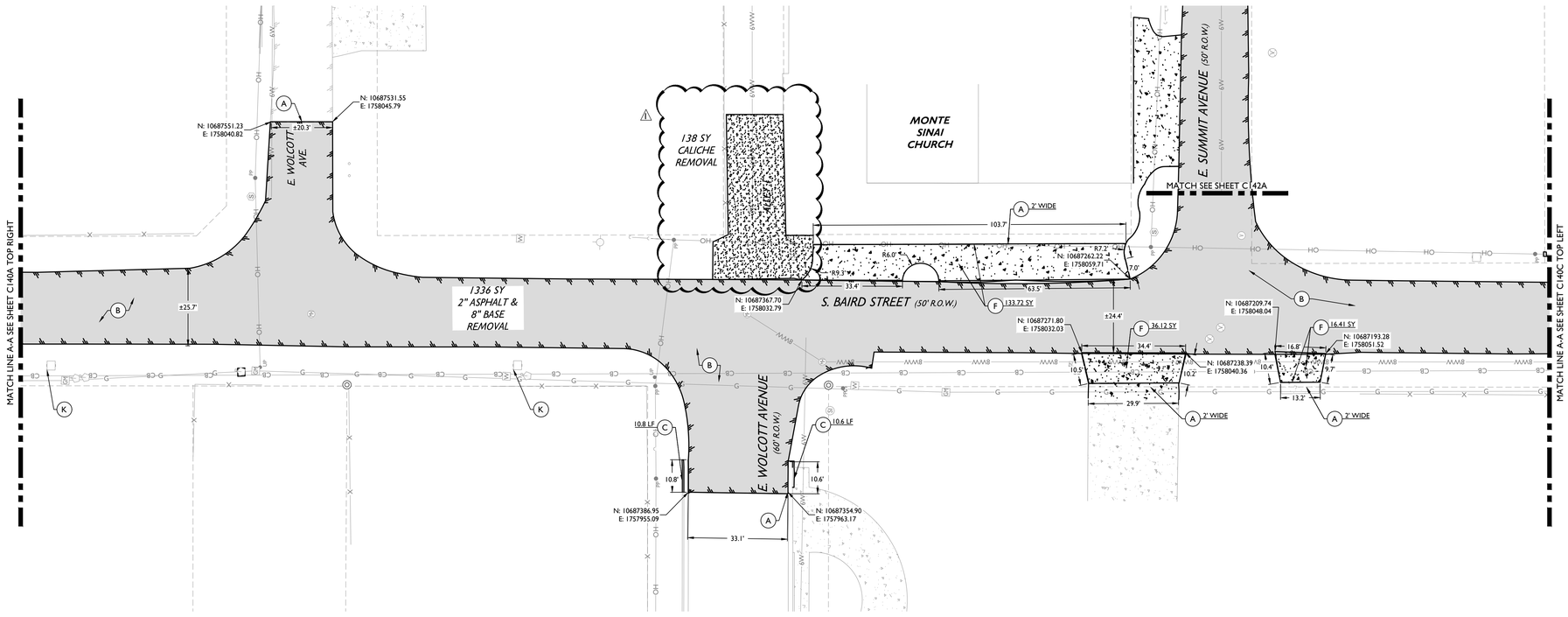
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER — 01/23/2023

SHEET C140A

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C140A BAIRD ST DEMO PLAN.DWG




## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
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- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
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## DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING DRIVEWAY CONTRACTOR TO VERIFY SHOWN LIMITS IN FIELD.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. REMOVE EXISTING GRAVEL/ CALICHE UP TO EXISTING EDGE OF PAVEMENT AND THE LIMITS SHOWN. CONTRACTOR TO VERIFY LIMITS IN THE FIELD.

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M. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

N. PROTECT EXISTING DRIVEWAYS IN PLACE

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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## GENERAL DEMO NOTES:

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# S. BAIRD ST. DEMOLITION PLAN

## COMPASS 04

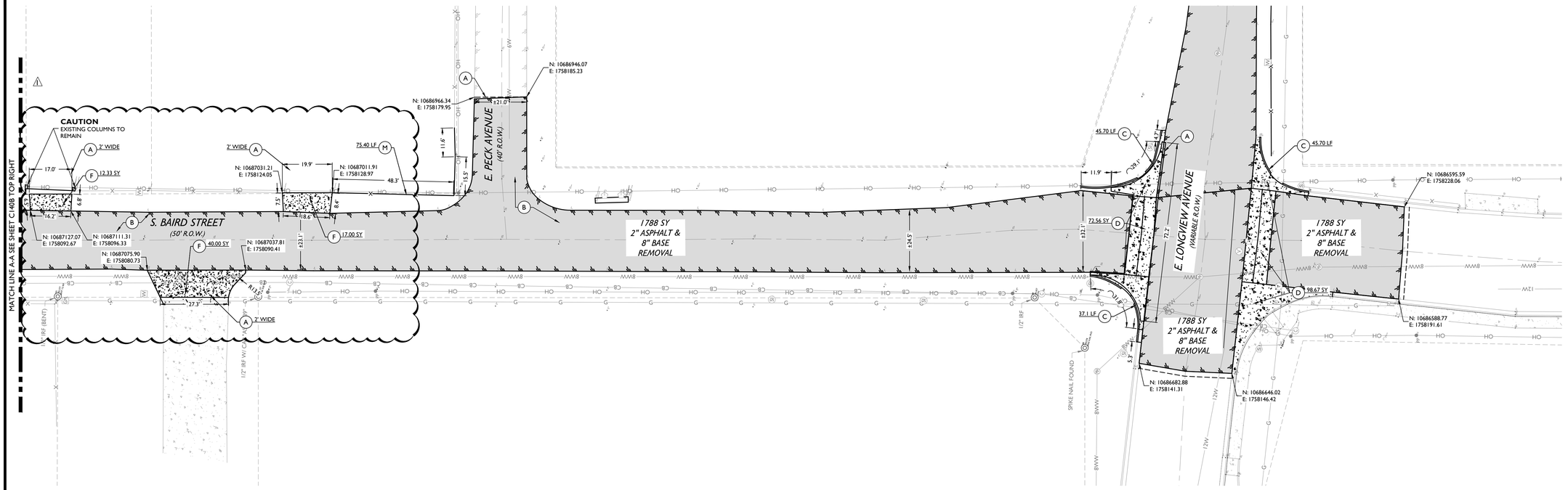
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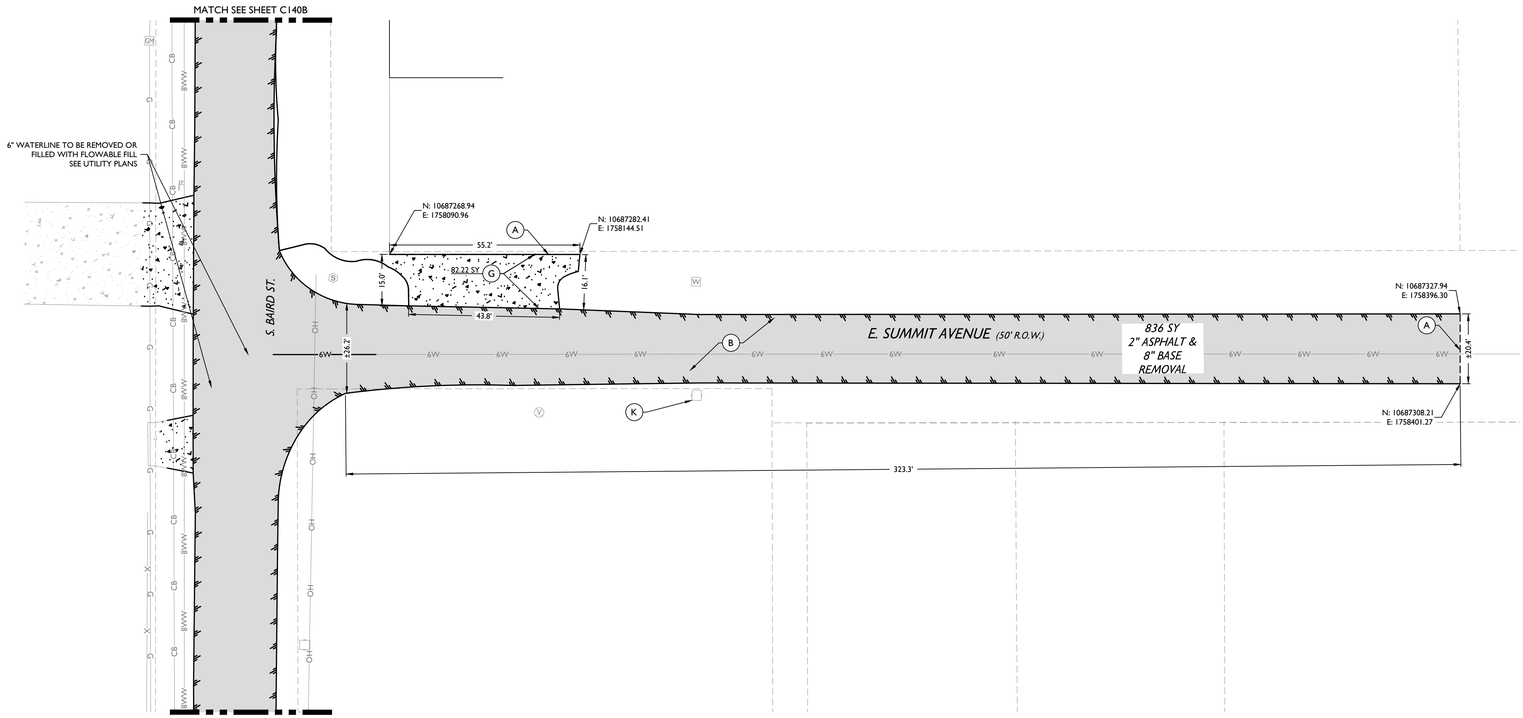
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01/23/2023

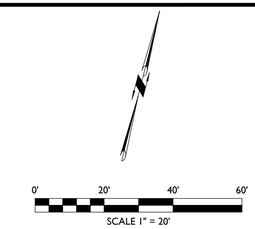
SHEET C140B

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MATCH LINE A-A SEE SHEET C140B TOP RIGHT
CAUTION
EXISTING COLUMNS TO REMAIN
2' WIDE
17.0'
12.33 SY
16.2'
6.8'
N: 10687127.07
E: 1758092.67
N: 10687111.31
E: 1758096.33
S. BAIRD STREET
(50' R.O.W.)
N: 10687075.90
E: 1758080.73
40.00 SY
N: 10687037.81
E: 1758090.41
27.3'
R13.0'
2' WIDE
1/2" IRF (BENT)
1/2" IRF W/ CAP
2' WIDE
19.9'
N: 10687031.21
E: 1758124.05
N: 10687011.91
E: 1758128.97
48.3'
75.40 LF
7.5'
8.4'
18.6'
17.00 SY
±23.1'
11.6'
15.5'
N: 10686966.34
E: 1758179.95
N: 10686946.07
E: 1758185.23
±21.0'
E. PECK AVENUE
(40' R.O.W.)
1788 SY
2" ASPHALT &
8" BASE
REMOVAL
±24.5'
45.70 LF
11.9'
29.1'
72.56 SY
±32.7'
E. LONGVIEW AVENUE
(VARIABLE R.O.W.)
72.2'
37.1 LF
5.3'
SPIKE NAIL FOUND
N: 10686682.88
E: 1758141.31
1/2" IRF
N: 10686646.02
E: 1758146.42
45.70 LF
11.9'
98.67 SY
N: 10686595.59
E: 1758228.06
N: 10686588.77
E: 1758191.61
1788 SY
2" ASPHALT &
8" BASE
REMOVAL
1788 SY
2" ASPHALT &
8" BASE
REMOVAL
8WW
12W
10WW
12W
8WW
10WW
12W
8WW
10WW
12W
8WW




## LEGEND

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CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

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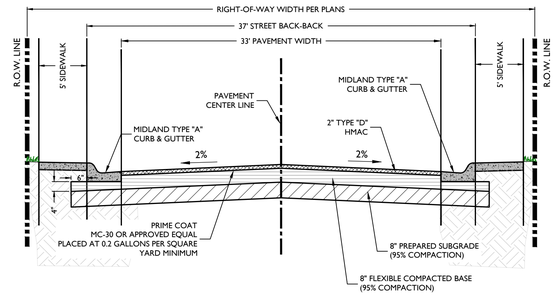
# SUMMIT AVE. DEMOLITION PLAN
## COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C141A

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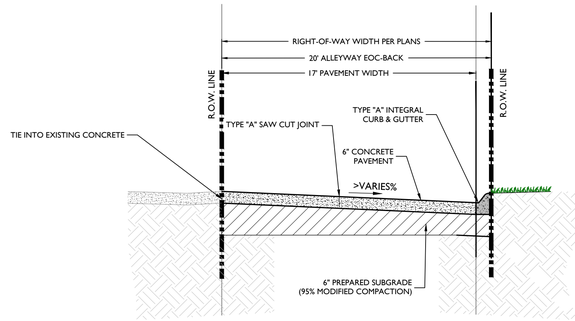
F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C142A SUMMIT AVE DEMO PLAN.DWG




## A CROSS-SECTION A-A' SCALE: N.T.S.

S. BAIRD STREET FROM STA. 0+00 TO STA. 14+39.81
E. SUMMIT AVENUE FROM STA. 0+00 TO STA. 03+52.99

PRIME COAT NOTE:
PRIME RATE IS 0.20 Gal/SY) FOR A
PRIME COAT OF (AE-P) OR (MC-30).




## B CROSS-SECTION B-B' SCALE: N.T.S.

ALLEY 1 FROM STA. 0+00.00 TO STA. 0+40.09

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" 3600 PSI. USE FIBER-REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SAW-CUT JOINTS ARE TO BE LOCATED AT EVERY 10' SPACING ALONG THE CONCRETE PAVEMENT. SEAL ALL CONCRETE JOINTS
3. EXPANSION JOINTS ARE TO BE LOCATED AT EVERY 200' SPACING ALONG THE CONCRETE PAVEMENT. SEAL ALL CONCRETE JOINTS
4. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6"
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

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**TYPICAL SECTIONS**

**COMPASS 04**

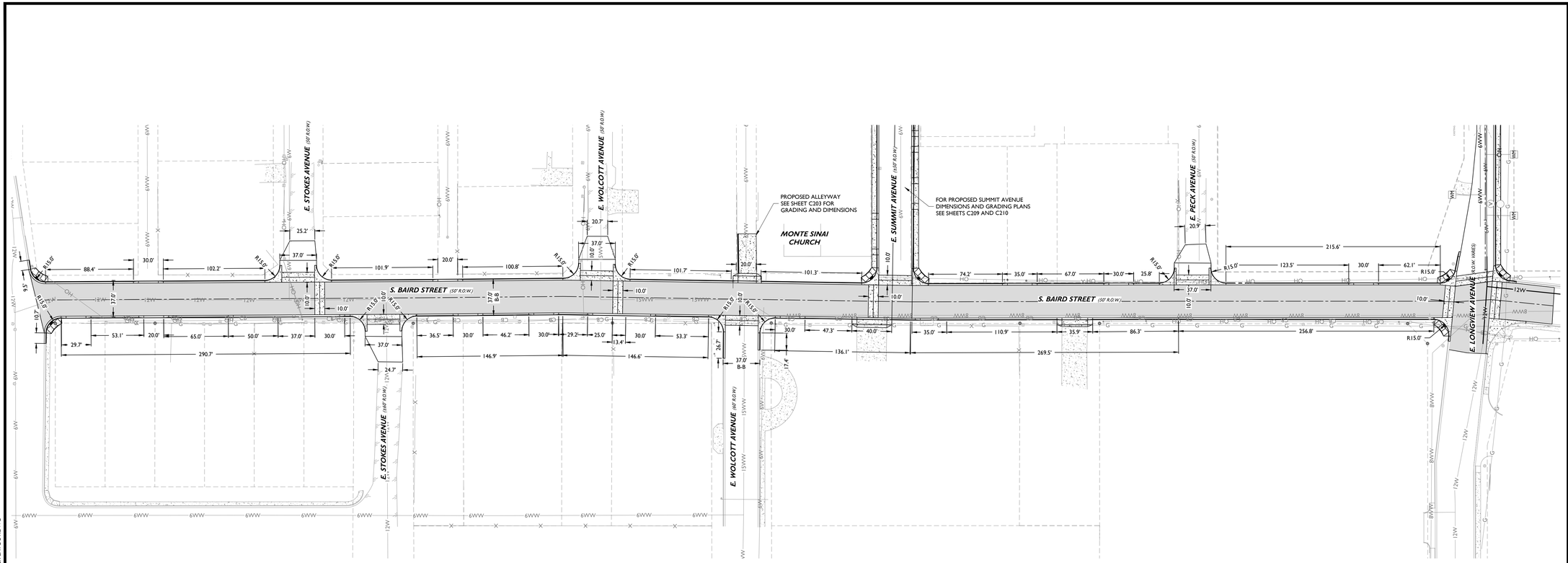
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET **C200**

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C200 TYPICAL SECTIONS-2.DWG




0' 50' 100' 150'

SCALE 1" = 50'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The approval of these APPROVED plans by the City Engineer shall not be construed to be an authorization to any violation of any of the provisions of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVED presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction plans does not prevent the Director of Engineering Services Department and not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction plans while work is in progress. The Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

811
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| BY | APPR. | DATE |
|---|---|---|
| | | |

| Δ | REVISIONS |
|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# BAIRD ST. MASTER LAYOUT

## COMPASS 04

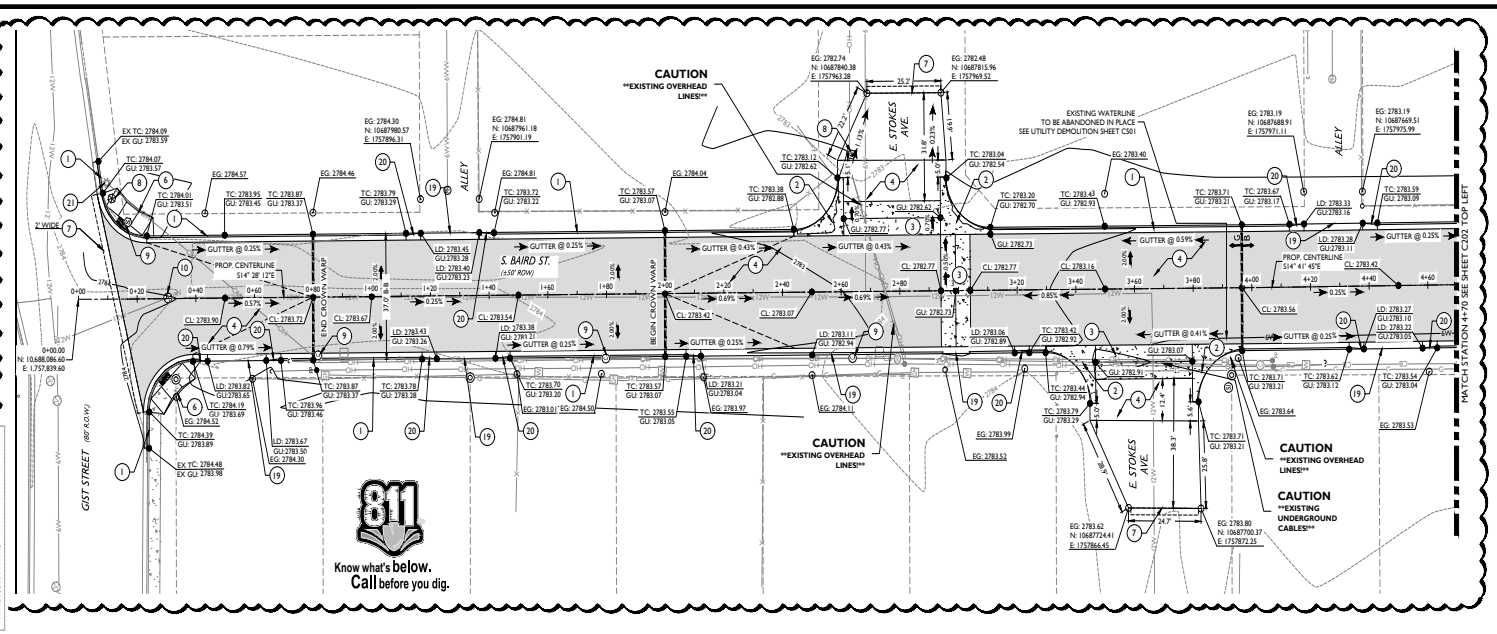
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET
C201


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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C201 BAIRD ST. MASTER LAYOUT.DWG





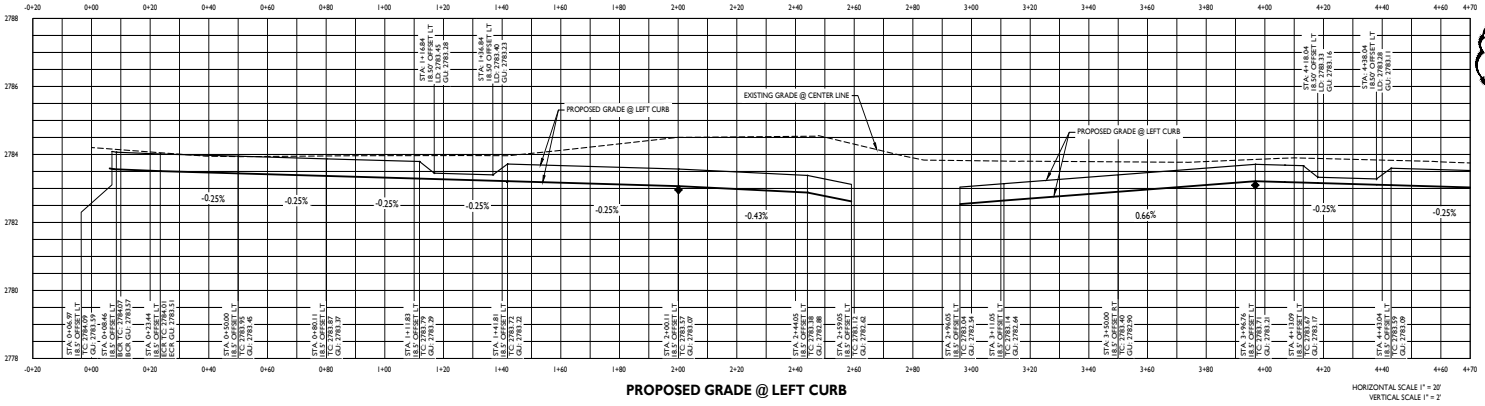


0' 20' 40' 60'

SCALE 1" = 20'

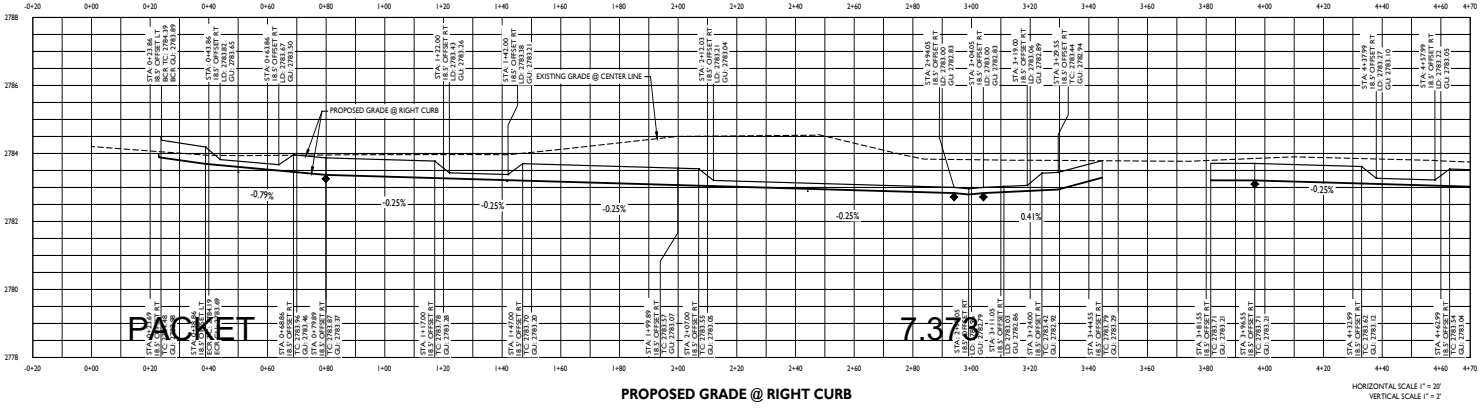
## LEGEND

| | |
|---|---|
| | DENOTES EXISTING WATER VALVE |
| | DENOTES EXISTING FIRE HYDRANT |
| | DENOTES EXISTING WATER METER |
| | DENOTES EXISTING SEWER MANHOLE |
| | DENOTES EXISTING STOP SIGN |
| | DENOTES EXISTING POWER POLE |
| | DENOTES EXISTING GUY ANCHOR |
| | DENOTES EXISTING PIPELINE MARKER |
| | DENOTES EXISTING AT&T CABLE POST |
| | DENOTES EXISTING LIGHT POLE |
| | DENOTES FOUND MONUMENT AS NOTED |
| | DENOTES BENCH MARK |
| | DENOTES EXISTING RIGHT OF WAY LINE |
| | DENOTES EXISTING EDGE OF PAVEMENT |
| OH | DENOTES EXISTING OVERHEAD ELECTRIC LINE |
| PL | DENOTES EXISTING PIPELINE |
| | DENOTES EXISTING CHAIN LINK FENCE |
| X | DENOTES EXISTING FENCE |
| 4W | DENOTES EXISTING 4" WATER LINE |
| 6W | DENOTES EXISTING 6" WATER LINE |
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| G | DENOTES EXISTING GAS LINE |
| CB | DENOTES EXISTING UNDERGROUND CABLE |
| | DENOTES EXISTING SIDEWALK |
| | DENOTES EXISTING CALICHE |
| EX TC | EXISTING TOP OF CURB |
| EX GU | EXISTING GUTTER LINE |
| TC | TOP OF CURB |
| GU | GUTTER LINE |
| EG | EDGE OF ASPHALT |
| FG | FINISHED GROUND |
| GB | GRADE BREAK |
| SW | SIDEWALK |
| | DENOTES GRADE BREAK |




**PROPOSED GRADE @ LEFT CURB**

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'




**PROPOSED GRADE @ RIGHT CURB**

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'

### PAVING NOTES

Typ.

1. CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DRAWING 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C250.
2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
3. CONSTRUCT 10' WIDE VALLEY GUTTER UNLESS OTHERWISE NOTED PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
4. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DRAWING 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C251. SEE DETAIL A, SHEET C200 FOR TYPICAL SECTION.
5. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C252.
6. CONSTRUCT HANDICAP RAMP PER DRAWINGS 229, 230, 231, 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C250 & C251. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS.
7. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
8. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
9. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING WATER METER BOX AND WATER VALVES. CONTRACTOR NEEDS TO COORDINATE RELOCATION OF MAIL BOXES WITH USPS AND APPROPRIATE AUTHORITIES. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND TO RELOCATE TRASH BINS. CONTRACTOR TO RELOCATE FIRE HYDRANTS ACCORDING TO COM UEP05. RELOCATION WILL OCCUR BEFORE CONSTRUCTION.

   CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF EXISTING POWER POLE, STREET LIGHT, GAS METER, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.
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11. CONSTRUCT ALLEY APPROACH PER DRAWINGS 219(A) & 219(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
12. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DRAWINGS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
13. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (SUPERELEVATION) PER CROSS-SECTION C-C, SHEET C253.
14. CONSTRUCT 2' WIDE RIBBON CURB PER DETAIL 1, SEE SHEET C252.
15. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER DETAIL 207 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
16. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT CONCRETE STREET INTERSECTION PER DRAWING 202 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C252.
17. NOT USED.
18. CONSTRUCT SUPER-ELEVATED CONCRETE ALLEY WAY EDGE OF CONCRETE AT THE FACE OF EXISTING BUILDING (LENGTH PER PLANS) GRADE TO DRAIN TO EXISTING DRAINAGE. SEE DETAIL 03, SHEET C252 FOR THICKENED EDGE DETAIL AND DETAIL B, CROSS SECTION B-B, SHEET C200 FOR CROSS SECTION DETAIL.
19. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 209 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C251.
20. CONSTRUCT 5' TRANSITION FROM STANDARD TYPE "C" CURB TO TYPE "D" CURB PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
21. CONTRACTOR TO PROTECT POWER POLE IN PLACE.
22. CONTRACTOR TO CUT TO NEAREST JOINT. CURB IS TO BE SAWCUT NEATLY ALONG THE EDGE.
23. CONTRACTOR TO COORDINATE EXISTING TRASH CONTAINERS WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION.

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| NO. | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM NEECE ALBERT - 02/16/2023 | MAL | | |

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY:
DATE: 08/05/2022
JOB: 220077

**BAIRD ST. PLAN AND PROFILE**

**COMPASS 04**

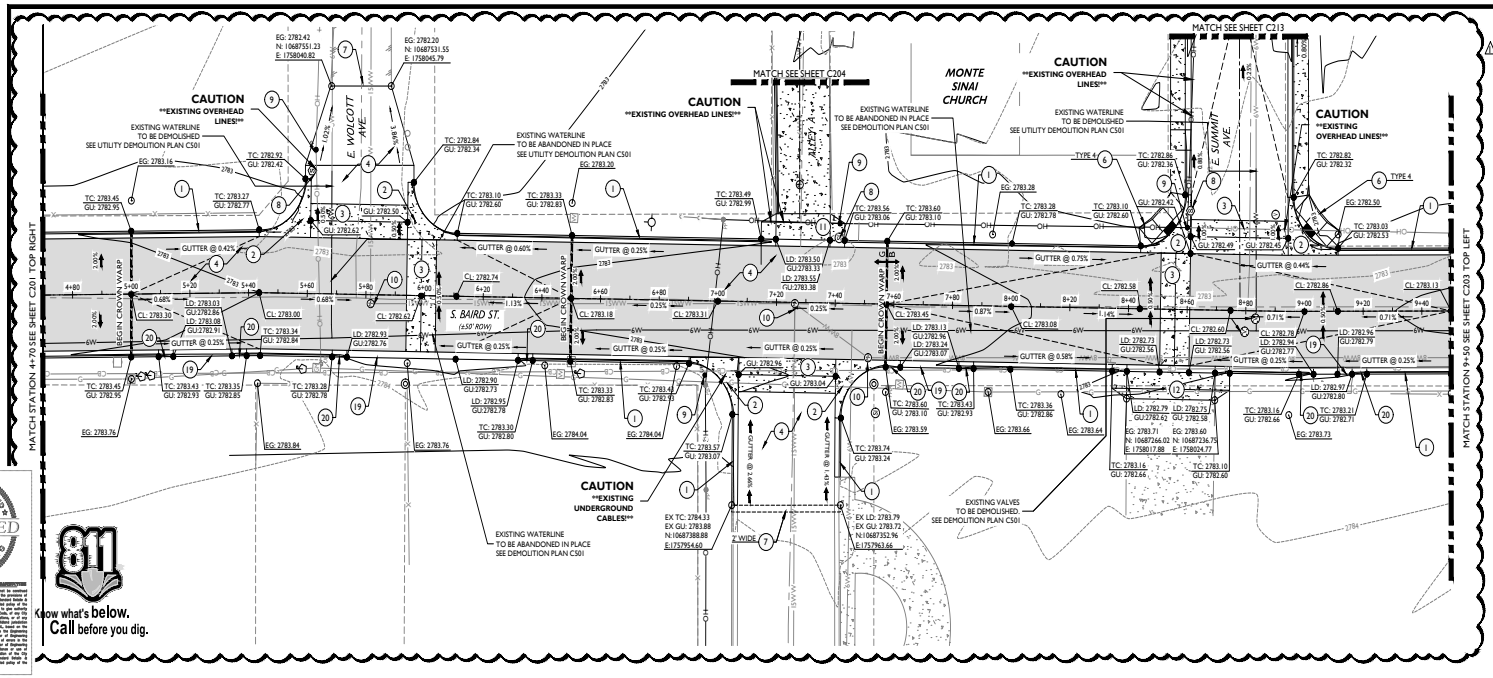
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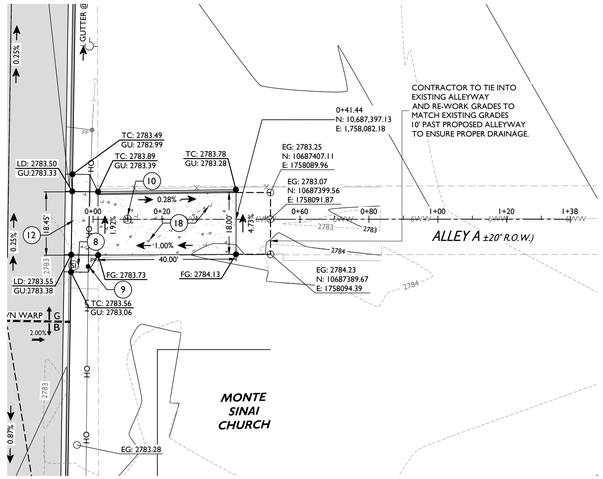
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/27/2023

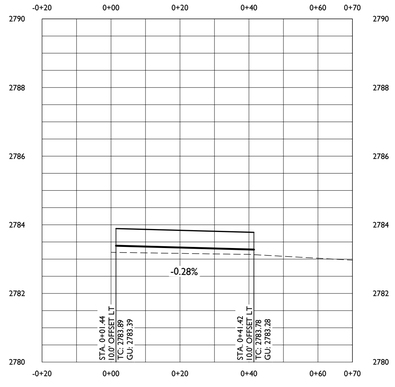
SHEET
**C202**

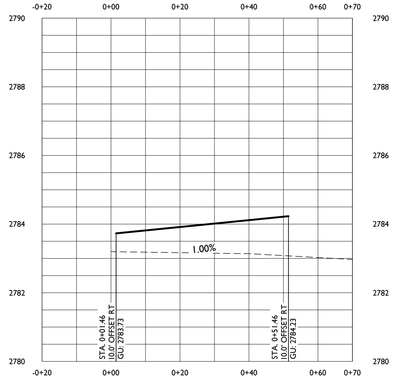
F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF. 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C202 BAIRD PLAN AND PROFILE.DWG
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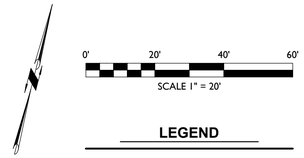
PACKET 7.373 March 28, 2023


MATCH STATION 4+70 SEE SHEET C201 TOP RIGHT
MATCH STATION 9+50 SEE SHEET C203 TOP LEFT
MATCH SEE SHEET C204
MATCH SEE SHEET C213
E. WOLCOTT AVE.
E. SUMMIT AVE.
S. BAIRD ST.
(ALLEY)
MONTE SINAI CHURCH
CAUTION **EXISTING OVERHEAD LINES***
CAUTION **EXISTING UNDERGROUND CABLES***
EXISTING WATERLINE TO BE DEMOLISHED SEE UTILITY DEMOLITION PLAN C501
EXISTING WATERLINE TO BE ABANDONED IN PLACE SEE UTILITY DEMOLITION PLAN C501
EXISTING WATERLINE TO BE ABANDONED IN PLACE SEE DEMOLITION PLAN C501
EXISTING VALVES TO BE DEMOLISHED. SEE DEMOLITION PLAN C501
BEGIN CROWN WARP
GUTTER @ 0.25%
GUTTER @ 0.40%
GUTTER @ 0.60%
GUTTER @ 0.75%
GUTTER @ 0.44%
GUTTER @ 0.58%
GUTTER @ 0.87%
GUTTER @ 1.14%
GUTTER @ 1.13%
GUTTER @ 0.71%
2' WIDE
GUTTER @ 3.45%
EX TC: 2784.33
EX GU: 2783.88
N:10687388.88
E:1757954.60
EX LD: 2783.79
EX GU: 2783.72
N:10687352.96
E:1757963.66
EG: 2782.42
N: 10687551.23
E: 1758040.82
EG: 2782.20
N: 10687531.55
E: 1758045.79
EG: 2783.71
N: 10687366.02
E: 1758024.77
EG: 2783.60
N: 10687336.75
E: 1758024.77




## LEGEND

| | |
|---|---|
| | DENOTES EXISTING WATER VALVE |
| | DENOTES EXISTING FIRE HYDRANT |
| M | DENOTES EXISTING WATER METER |
| | DENOTES EXISTING SEWER MANHOLE |
| | DENOTES EXISTING STOP SIGN |
| PP | DENOTES EXISTING POWER POLE |
| | DENOTES EXISTING GUY ANCHOR |
| PL | DENOTES EXISTING PIPELINE MARKER |
| C | DENOTES EXISTING AT&T CABLE POST |
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| OH | DENOTES EXISTING OVERHEAD ELECTRIC LINE |
| PL | DENOTES EXISTING PIPELINE |
| | DENOTES EXISTING CHAIN LINK FENCE |
| X | DENOTES EXISTING FENCE |
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| | DENOTES EXISTING SIDEWALK |
| | DENOTES EXISTING CALICHE |
| EX TC | EXISTING TOP OF CURB |
| EX GU | EXISTING GUTTER LINE |
| TC | TOP OF CURB |
| GU | GUTTER LINE |
| EG | EXISTING GROUND |
| FG | FINISHED GROUND |
| GB | GRADE BREAK |
| SW | SIDEWALK |
| | DENOTES GRADE BREAK |

## PAVING NOTES

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CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any section of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction are void. The Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements for the violation of any section of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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www.Maverick-Eng.com

| BY | APPR. | DATE |
|---|---|---|
| | | |

| REVISIONS | | |
|---|---|---|
| 1 | PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 | |

| | |
|---|---|
| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

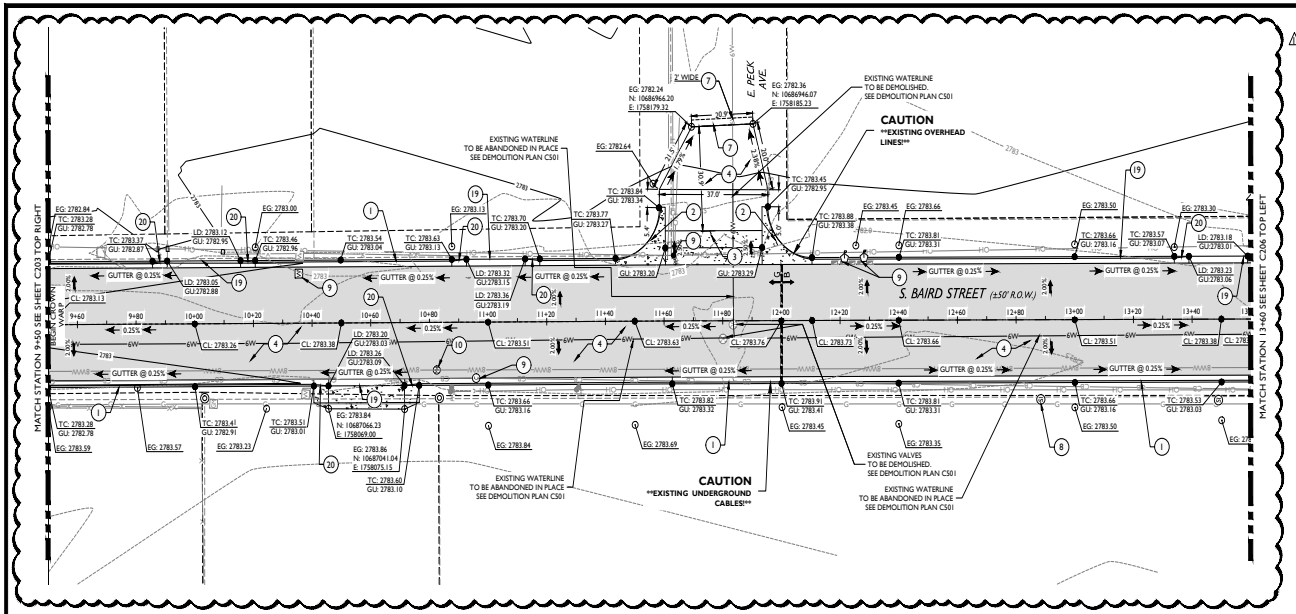
# ALLEY A PLAN AND PROFILE

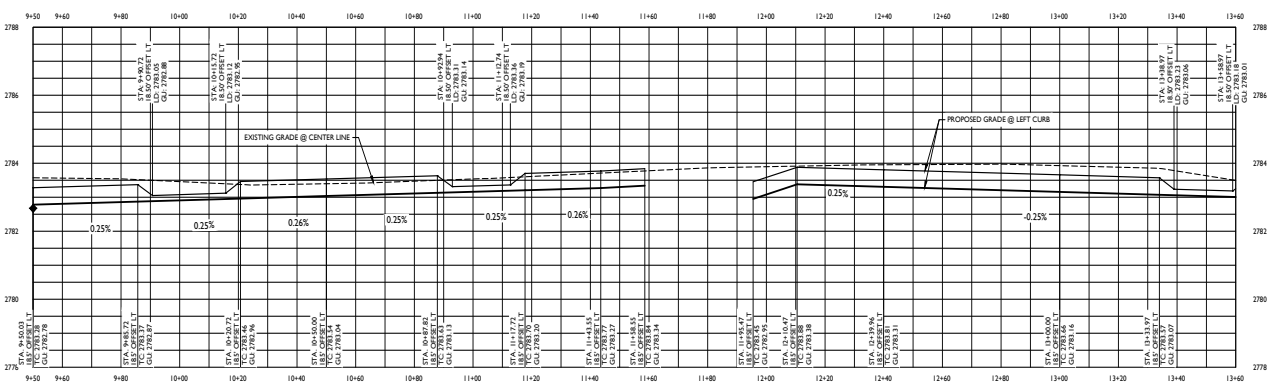
## COMPASS 04

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

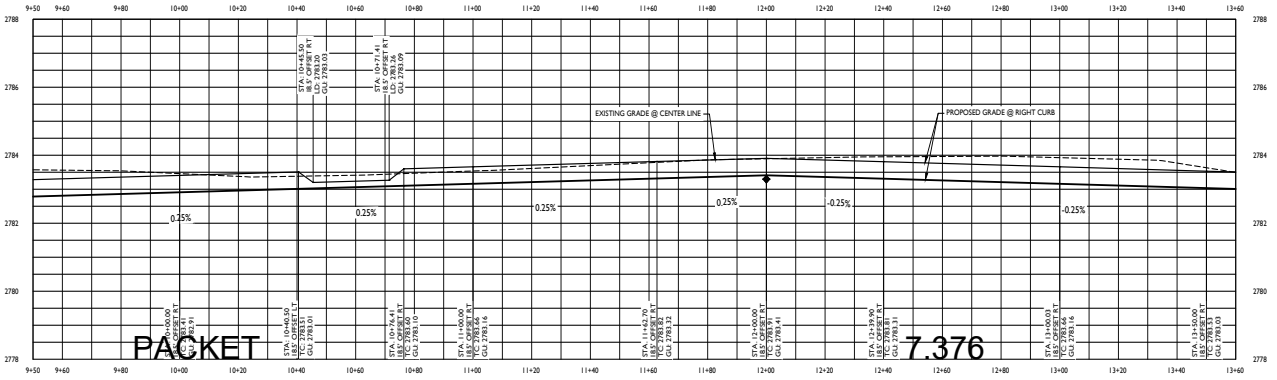
SHEET
C204




PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'




PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'

SCALE 1" = 20'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING AT&T CABLE POST
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES EXISTING EDGE OF PAVEMENT
- CH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK
- DENOTES EXISTING CALICHE
- EX TC — EXISTING TOP OF CURB
- EX GU — EXISTING GUTTER LINE
- TC — TOP OF CURB
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- EG — EXISTING GROUND
- FG — FINISHED GROUND
- GB — GRADE BREAK
- SW — SIDEWALK
- DENOTES GRADE BREAK

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

APPROVAL IS CONDITIONAL AND NOT RELEASED

The issuance or granting of this approval shall not be construed to be an admission by any member of any of the provisions of the Texas Engineering Practice Act, the Texas Board of Professional Engineers Rules, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL is necessary to any activity within the jurisdiction of the City of Midland, Texas, and the Ordinances of the City Assessed Codes & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL is necessary to any activity within the jurisdiction of the City of Midland, Texas, and the Ordinances of the City Assessed Codes & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL is necessary to any activity within the jurisdiction of the City of Midland, Texas, and the Ordinances of the City Assessed Codes & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DRAWINGS 218(A), 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C251.
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| NO | REVISIONS | BY | APPR. | DATE |
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| 1 | PRE-BID COMMENTS FROM NEECE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
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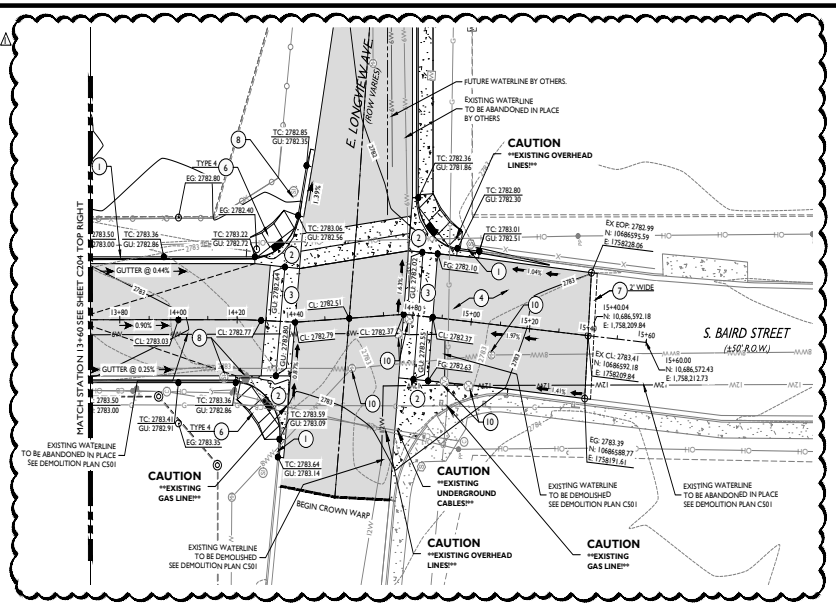
# BAIRD ST. PLAN AND PROFILE
## COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

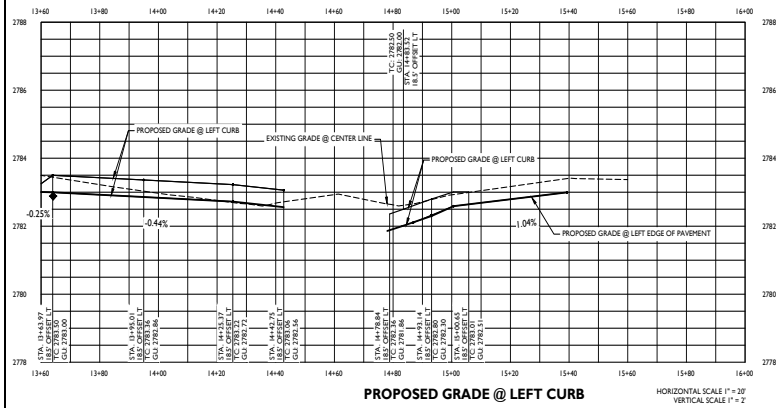
STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER — 01/27/2023

SHEET C205

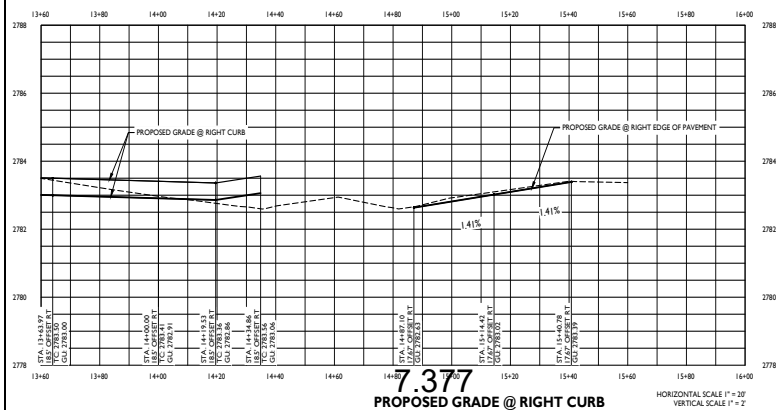
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PACKET 7.376 March 28, 2023

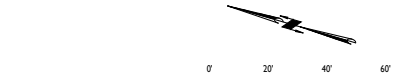



**PROPOSED GRADE @ LEFT CURB**




**PROPOSED GRADE @ RIGHT CURB**




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CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

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PACKET 7.377 March 28, 2023

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| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM NEECE ALBERT - 02/16/2023 | | | |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
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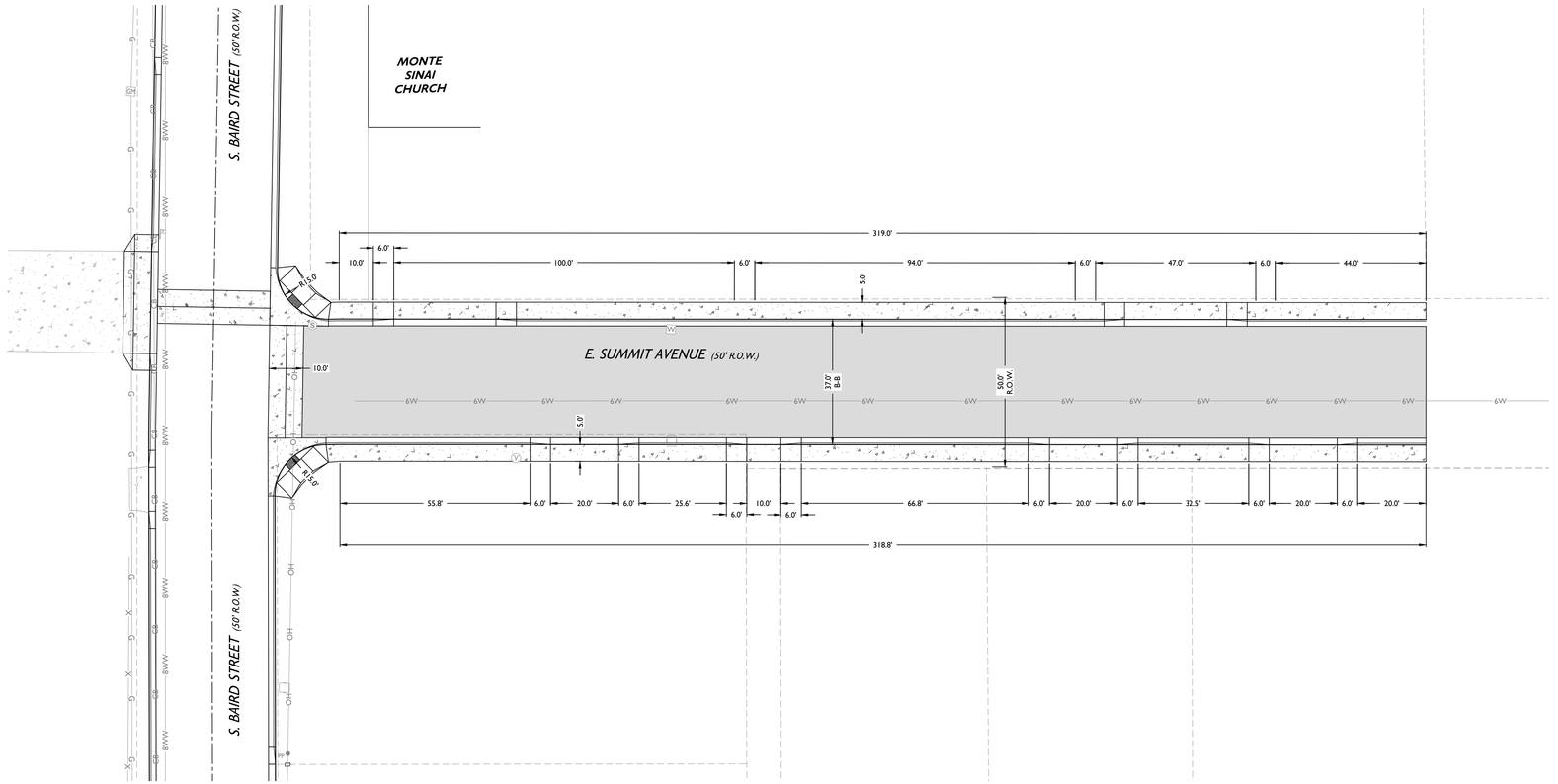
# BAIRD ST. PLAN AND PROFILE
## COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
01/27/2023

SHEET C206

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C206 BAIRD PLAN AND PROFILE.DWG




0' 20' 40' 60'

SCALE 1" = 20'

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
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CITY OF MIDLAND TEXAS APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL based on the plans can be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the plans shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans when found to be in violation of the City Code. Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| Δ | REVISIONS |
|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# SUMMIT AVE. MASTER LAYOUT

## COMPASS 04

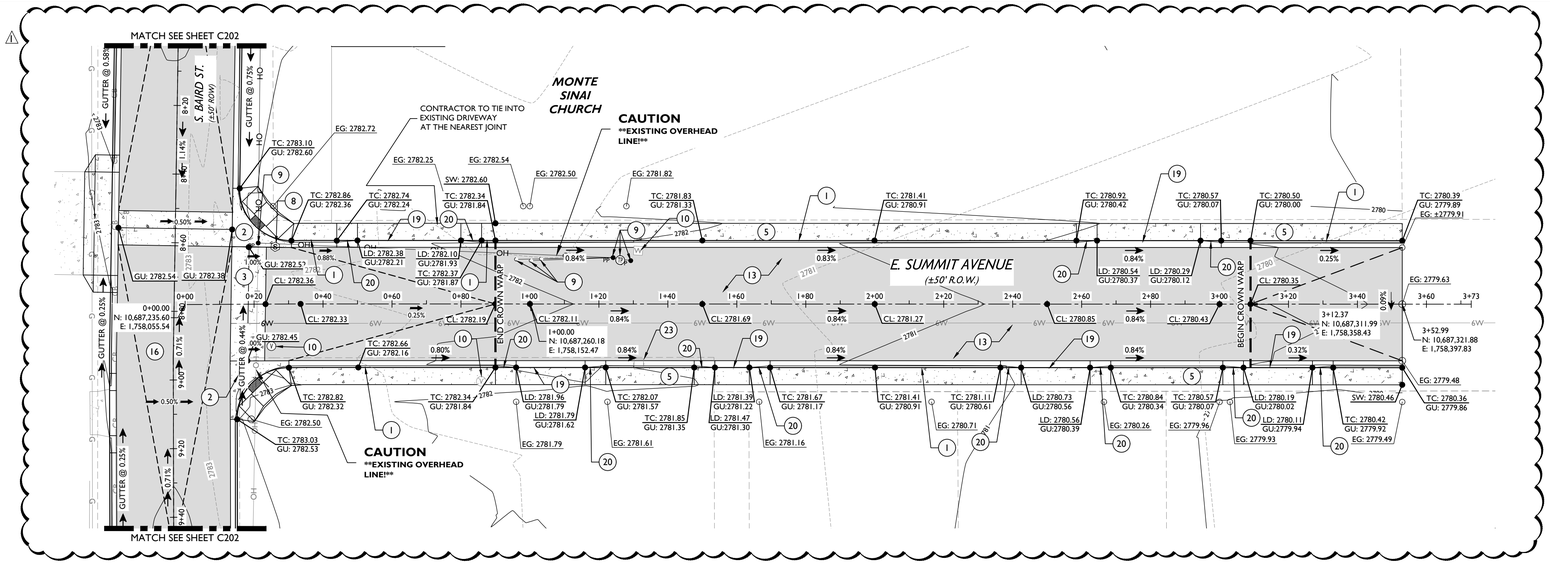
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

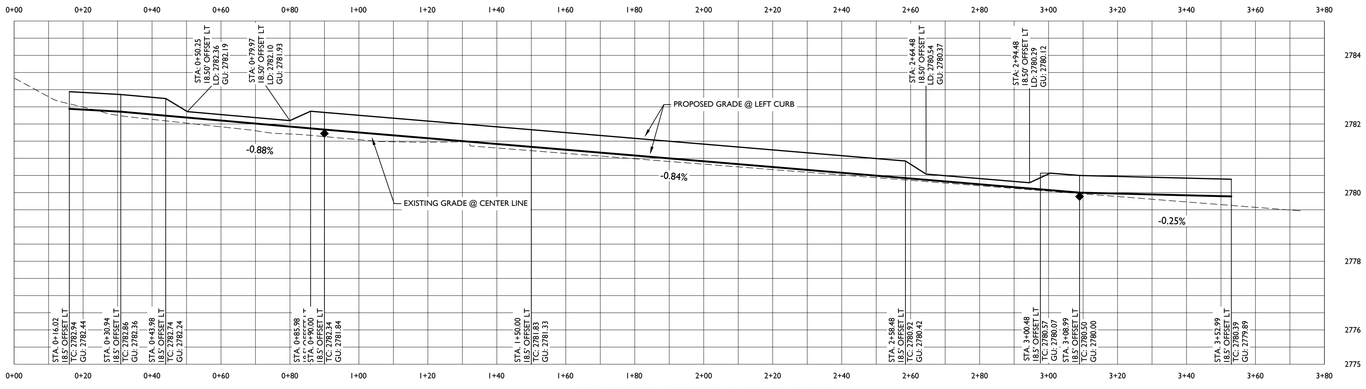
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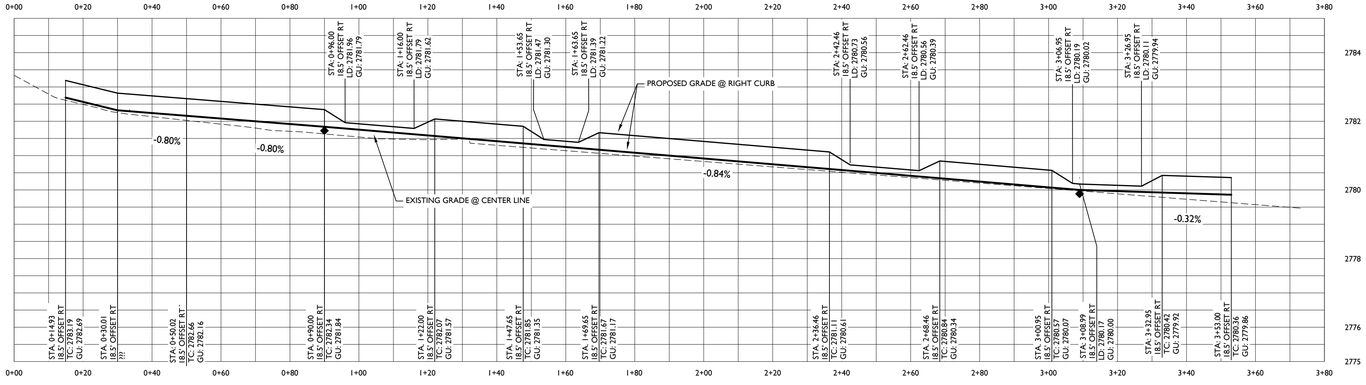
SHEET C207

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0' 20' 40' 60'
SCALE 1" = 20'

## LEGEND

| | |
|---|---|
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16. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT CONCRETE STREET INTERSECTION PER DRAWING 202 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SHEET C252.
17. NOT USED.
18. CONSTRUCT SUPER-ELEVATED CONCRETE ALLEY WAY EDGE OF CONCRETE AT THE FACE OF EXISTING BUILDING (LENGTH PER PLANS) GRADE TO DRAIN TO EXISTING DRAINAGE. SEE DETAIL 03, SHEET C252 FOR THICKENED EDGE DETAIL AND DETAIL B, CROSS SECTION B-B, SHEET C200 FOR CROSS SECTION DETAIL.
19. CONSTRUCT STANDARD (LAYDOWN) TYPE "D" CURB PER DETAIL 209 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C251.
20. CONSTRUCT 5' TRANSITION FROM STANDARD TYPE "A" CURB TO TYPE "D" LAY-DOWN CURB OR TYPE "D" CURB TO TYPE "A" PER DETAIL 208 OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C252.
21. CONTRACTOR TO PROTECT POWER POLE IN PLACE.
22. CONTRACTOR TO CUT TO NEAREST JOINT. CURB IS TO BE SAWCUT NEATLY ALONG THE EDGE.
23. CONTRACTOR TO COORDINATE EXISTING TRASH CONTAINERS WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION.

CITY OF MIDLAND
APPROVED
ENGINEERING
02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the Subdivision Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of the Subdivision Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The approval of the plans, specifications, and construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements which are not in accordance with the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C213 SUMMIT AVE. PLAN AND PROFILE.DWG

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| BY | APPR. | DATE |
|---|---|---|
| | | |

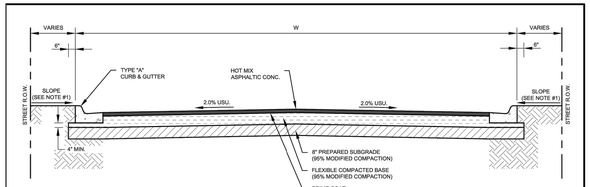
| REVISIONS | BY |
|---|---|
| 1 PRE-BID COMMENTS FROM BRICE ALBERT - 02/16/2023 | MAL |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

# SUMMIT AVE. PLAN AND PROFILE
# COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C208




| STREET DIMENSIONS | | | |
|---|---|---|---|
| W (FT) | ASPHALT THICKNESS (IN) | FLEXIBLE COMPACTED BASE THICKNESS (IN) | ASPHALT TYPE |
| *37 | 2D | 8 | TYPE "D" |
| *41 | 2D | 8 | |
| 47 | 2D & 2C | 8 | TYPE "D" OVER TYPE "C" |
| 77 | 2D & 3C | 12 | |
| 79 | 2D & 3C | 12 | |
| 113 | 2D & 3C | 12 | |

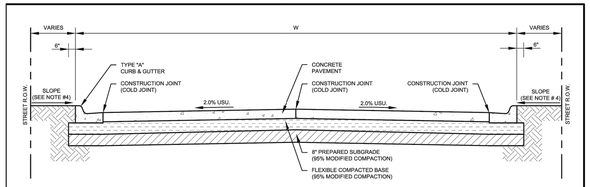
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND RESIDENTIAL CLASSIFIED ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 12" BASE.

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD STREET CROWN CROSS SECTION | | 201 |
| APPROVED: MCC | | | |



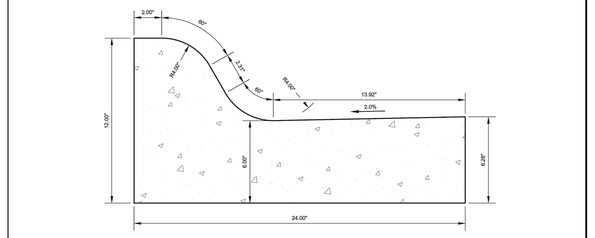

| STREET DIMENSIONS | | | |
|---|---|---|---|
| W (FT) | CONCRETE THICKNESS (IN) | FLEXIBLE COMPACTED BASE THICKNESS (IN) | CONCRETE TYPE |
| 37 | 6 | 6 | CLASS "C" 3600 PSI |
| 41 | 7 | 6 | |
| 47 | 7 | 8 | |
| 77 | 8 | 12 | |
| 79 | 8 | 12 | |
| 113 | 8 | 12 | |

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

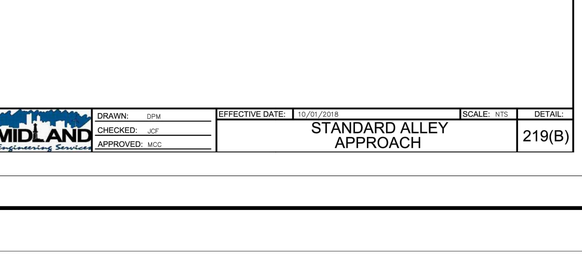
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | CONCRETE PAVEMENT STREET CROWN CROSS SECTION | | 202 |
| APPROVED: MCC | | | |




NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPE A STANDARD CURB AND GUTTER | | 205 |
| APPROVED: MCC | | | |

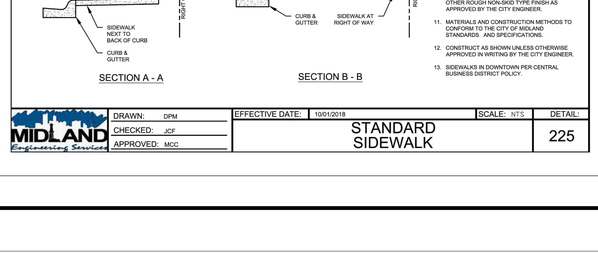



PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | FILLET AND VALLEY GUTTER | | 218(A) |
| APPROVED: MCC | | | |




| FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH | | | | |
|---|---|---|---|---|
| BAR | SIZE | LENGTH | NO. | BENDING R. |
| R | #4 | 4'-0" | 4 | |
| T1 | #3 | 3'-0" | 1 | 0'-9" |
| T2 | #3 | 3'-0" | 1 | 0'-9" |
| T3 | #3 | 6'-0" | 1 | 0'-9" |

| VALLEY GUTTER DIMENSIONS | | | |
|---|---|---|---|
| VALLEY GUTTER | WIDTHS | THICKNESS | |
| | | CENTER | EDGE |
| RESIDENTIAL ST. | 10' | 6" | 3.5" |
| MINOR COLLECTOR | 20' | 6.5" | 7.0" |
| MAJOR COLLECTOR | 20' | 6.5" | 7.0" |
| MINOR ARTERIAL | 20' | 6.5" | 7.0" |
| MAJOR ARTERIAL | SEE PLANS | 7.5" | 8.0" |

VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

| FILLET DIMENSIONS | | | | |
|---|---|---|---|---|
| BACK OF CURB RADIUS | FILLET AREAS (90°) | | | CURB LENGTH |
| | COMPUTING R. | AREA S.F. | AREA S.Y. | L.F. |
| 8 | 10 | 21.46 | 2.38 | 12.56 |
| 12 | 14 | 42.06 | 4.67 | 18.85 |
| 15 | 17 | 62.01 | 6.89 | 23.56 |
| 18 | 20 | 82.84 | 9.54 | 28.27 |
| 20 | 22 | 103.86 | 11.54 | 31.42 |
| 25 | 27 | 124.80 | 13.87 | 37.70 |
| 30 | 32 | 218.75 | 24.43 | 47.12 |
| 35 | 37 | 293.79 | 32.64 | 54.98 |
| 40 | 42 | 379.56 | 42.06 | 62.83 |
| 45 | 47 | 474.06 | 52.67 | 70.69 |
| 50 | 52 | 580.28 | 64.48 | 78.54 |

TYPICAL SECTION A - A
SEE DETAIL 218(A)



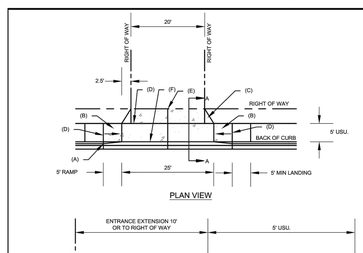

JOINT SECTION B - B
SEE DETAIL 218(A)




NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

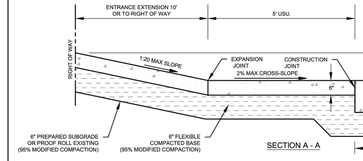
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | FILLET AND VALLEY GUTTER | | 218(B) |
| APPROVED: MCC | | | |




PLAN VIEW

NOTES:

1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)



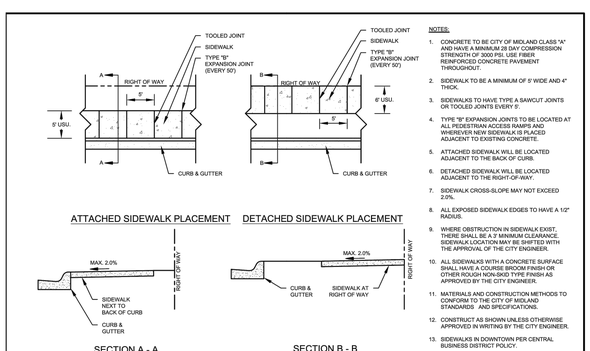

SECTION A - A

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD ALLEY APPROACH | | 219(A) |
| APPROVED: MCC | | | |

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER ALLEY APPROACH IS PLACED.
2. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF ALLEY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE ALLEY APPROACH.
3. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
4. 2" INVERT REQUIRED AT ALLEY APPROACH CENTER LINE WHEN ALLEY DRAINS TOWARDS STREET. IF ALLEY DRAINS AWAY FROM STREET THEN BACK OF APPROACH IS FLAT.
5. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE ENTRANCE IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
6. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
7. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
8. SEAL ALL CONCRETE JOINTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD ALLEY APPROACH | | 219(B) |
| APPROVED: MCC | | | |




ATTACHED SIDEWALK PLACEMENT




SECTION A - A

DETACHED SIDEWALK PLACEMENT




SECTION B - B

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | STANDARD SIDEWALK | | 225 |
| APPROVED: MCC | | | |

CITY OF MIDLAND ENGINEERING APPROVED 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The approval of any construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements which are in violation of the City of Midland Code of Code, of new City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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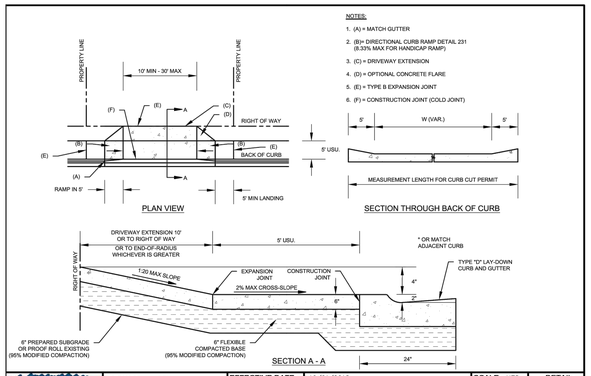
| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 | MAL | | |

| DRAWN BY: | MAL |
|---|---|
| CHECKED BY: | MAL |
| APPROVED BY: | ALM |
| DATE: | 08/05/2022 |
| JOB: | 220077 |

PAVING DETAILS
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET
C250




PLAN VIEW

SECTION THROUGH BACK OF CURB

SECTION A - A

NOTES:

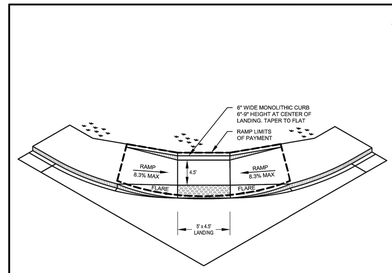
1. (A) = MATCH GUTTER
2. (B)= DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = DRIVEWAY EXTENSION
4. (D) = OPTIONAL CONCRETE FLARE
5. (E) = TYPE B EXPANSION JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH | | 220(A) |
| APPROVED: MCC | | | |

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNERS CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 8".
9. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
10. SEAL ALL CONCRETE JOINTS.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH | | 220(B) |
| APPROVED: MCC | | | |




TYPE 4:
DIAGONAL COMBINATION CURB RAMP

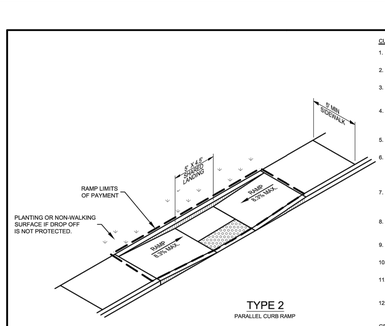
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | DIAGONAL COMBINATION CURB RAMP | | 229 |
| APPROVED: MCC | | | |




TYPE 2
PARALLEL CURB RAMP

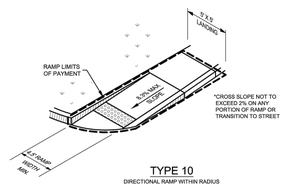
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | PARALLEL CURB RAMP | | 230 |
| APPROVED: MCC | | | |




TYPE 10
DIRECTIONAL RAMP WITHIN RADIUS

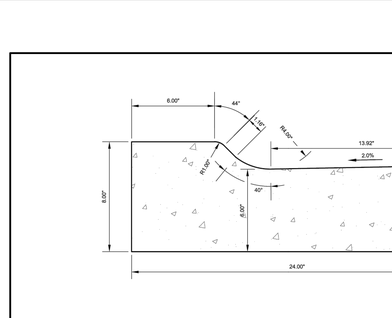
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | DIRECTIONAL RAMP WITHIN RADIUS | | 231 |
| APPROVED: MCC | | | |




NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

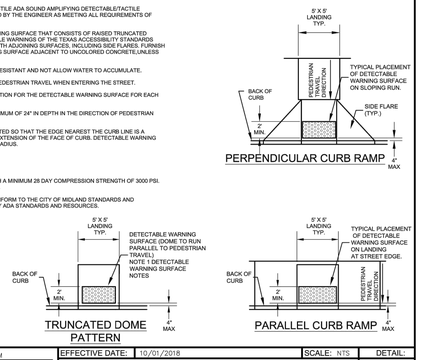
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPE D LAY-DOWN CURB AND GUTTER | | 209 |
| APPROVED: MCC | | | |

DETECTABLE WARNING SURFACE NOTES:

1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-836, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

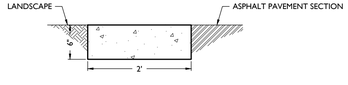



PERPENDICULAR CURB RAMP

TRUNCATED DOME PATTERN

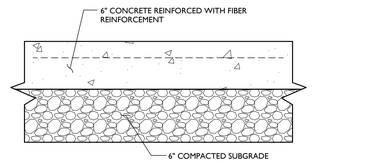
PARALLEL CURB RAMP

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | DETECTABLE WARNING SURFACE | | 233 |
| APPROVED: MCC | | | |




NOTE:
CITY OF MIDLAND CLASS "A" CONCRETE, MINIMUM OF 5 SACKS OF CEMENT PER CUBIC YARD AND A MINIMUM 28-DAY COMPRESSION STRENGTH OF 3600 P.S.I. REINFORCE WITH FIBER REINFORCEMENT

## 1 RIBBON CURB DETAIL
OR APPROVED EQUAL. N.T.S.




NOTES:
- CONCRETE SHALL HAVE MINIMUM 28-DAY STRENGTH OF 3,600 PSI
- SUBGRADE COMPACTED TO AASHTO 95% ASTM D 698
- 3.0 LBS / CY POLYPROPYLENE FIBER REINFORCING.
- FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94.

## 2 STANDARD DUTY CONCRETE DETAIL
OR APPROVED EQUAL. N.T.S.

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other applicable regulation or ordinance of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other applicable regulation or ordinance of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services shall have the authority to deny or withhold any request for infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other applicable adopted policy of the City of Midland jurisdiction.

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| BY | APPR. | DATE |
|---|---|---|
| | | |

| Δ | REVISIONS | BY | APPR. | DATE |
|---|---|---|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 | MAL | ALM | 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

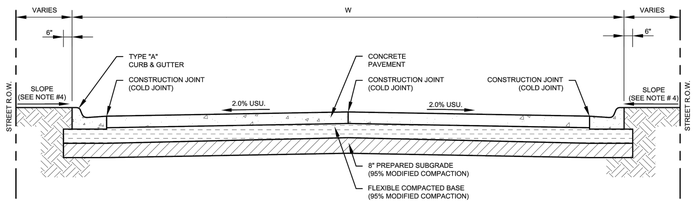
PAVING DETAILS
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/13/2023

SHEET C251

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C251 PAVING DETAILS.DWG

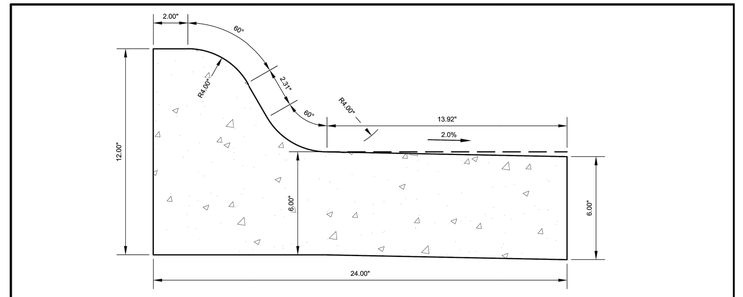



| STREET DIMENSIONS | | | |
|---|---|---|---|
| W (FT) | CONCRETE THICKNESS (IN) | FLEXIBLE COMPACTED BASE THICKNESS (IN) | CONCRETE TYPE |
| 37 | 6 | 6 | CLASS "C" 3600 PSI |
| 41 | 7 | 6 | |
| 47 | 7 | 8 | |
| 77 | 8 | 12 | |
| 79 | 8 | 12 | |
| 113 | 8 | 12 | |
| TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS. | | | |

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

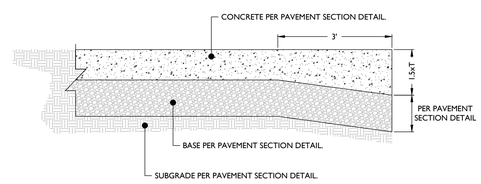
| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| CONCRETE PAVEMENT STREET CROWN CROSS SECTION | | | DETAIL: 202 |




NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

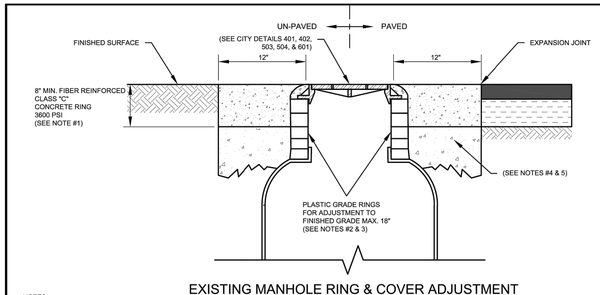
| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| TYPE C INVERT CURB AND GUTTER | | | DETAIL: 207 |




NOTES:

- CONCRETE MATERIALS AND REINFORCEMENT PER THE PAVEMENT SECTION DETAIL.
- THE MAXIMUM CONTROL JOINT SPACING SHOULD BE HELD AT A RANGE FROM 24 TO 36 TIMES THE SLAB THICKNESS, WITH A MAXIMUM LENGTH TO WIDTH RATIO OF 1.5.

## 3 CONCRETE THICKENED EDGE
N.T.S.

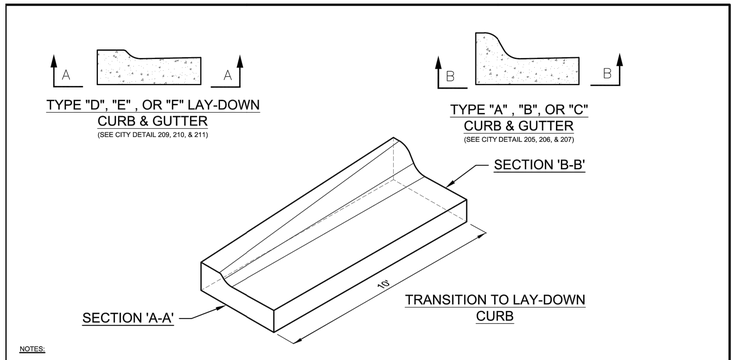



## EXISTING MANHOLE RING & COVER ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| EXISTING MANHOLE RING & COVER ADJUSTMENT | | | DETAIL: 319 |




NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| TRANSITION TO LAY-DOWN CURB | | | DETAIL: 208 |

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction documents and other data shall not prevent the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Engineering Services Department is authorized to deny acceptance or use of any public improvements found in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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|---|---|
| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

PAVING DETAILS
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C252

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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\220077 C252 PAVING DETAILS.DWG

| SUMMARY OF DEMOLITION ITEMS | | | | |
|---|---|---|---|---|
| | 6" WATER MAIN 2-SACK | REMOVE EXISITNG 6" WATER MAIN | 12" WATER MAIN 2-SACK | REMOVE EXISTING 12" WATER MAIN |
| UNIT | LF | LF | LF | LF |
| DEPTH | – | – | – | – |
| RATE | – | – | – | – |
| SHEET C501 | 1,199 | 99 | 88 | 44 |
| | | | | |
| TOTALS: | 1,199 | 99 | 88 | 45 |

| SUMMARY OF UTILITY ITEMS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 6" WATER LINE C-900 | 8" WATER LINE C-900 | 12" WATER LINE C-900 | 6" GATE VALVE | 8" GATE VALVE | 12" GATE VALVE | 12" DRESSER COUPLING | 8" DRESSER COUPLING W/ 6" REDUCER | 6" DRESSER COUPLING |
| UNIT | | LF | LF | EA | EA | EA | EA | EA | EA |
| DEPTH | | VARIES | VARIES | – | – | – | – | – | – |
| RATE | | – | – | – | – | – | – | – | – |
| SHEET C601 | 11 | 288 | 14 | 1 | 3 | 1 | 1 | 1 | – |
| SHEET C602 | 33 | 617 | – | 1 | 2 | – | – | 2 | – |
| SHEET C603 | 9 | 245 | – | 1 | 2 | – | – | 1 | – |
| SHEET C604 | – | 77 | 116 | – | 1 | 1 | – | – | – |
| SHEET C605 | 37 | – | 58 | 1 | – | – | 1 | – | – |
| | | | | | | | | | |
| TOTALS: | 90 | 1,228 | 188 | 4 | 8 | 2 | 2 | 4 | |

| SUMMARY OF UTILITY ITEMS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 6" 45° BEND | 8"45° BEND | 12"45° BEND | 12X12" TEE | 8x8" TEE | 8"x6" TEE | 12" CROSS | C.O.M. FIRE HYDRANT | 1" WATER METER |
| UNIT | EA | EA | EA | EA | EA | EA | EA | EA | EA |
| DEPTH | – | – | – | – | – | – | – | – | – |
| RATE | – | – | – | – | – | – | – | – | – |
| SHEET C601 | – | 2 | – | 1 | 1 | 1 | – | 1 | 3 |
| SHEET C602 | – | – | – | – | 2 | 1 | – | 1 | 3 |
| SHEET C603 | – | – | – | – | 1 | 1 | – | 1 | – |
| SHEET C604 | – | – | 2 | – | – | – | 1 | – | – |
| SHEET C605 | 2 | – | – | – | – | – | – | – | – |
| | | | | | | | | | |
| TOTALS: | 2 | 2 | 2 | 1 | 4 | 3 | 1 | 3 | 6 |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any section of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. The issuance of this APPROVAL shall not prevent the City from requiring the correction of errors in the construction drawings and other data submitted to the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department may revoke this APPROVAL in the case of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| 1 | PRE-BID COMMENTS FROM REECE ALBERT - 02/16/2023 |

DRAWN BY: MAL
CHECKED BY: MAL
APPROVED BY: ALM
DATE: 08/05/2022
JOB: 220077

QUANTITIES
COMPASS 04
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C300

F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150002\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C380 QUANTITIES.DWG
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## GENERAL NOTES:

a. THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS AT BAIRD STREET FROM E. GIST AVENUE TO E. LONGVIEW AVENUE.

b. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

c. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLAN COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

d. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, AND SPOT SURVEYS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION CONTRACTOR IS RESPONSIBLE FOR ORDERING A 811/DIG TEST PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

e. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

f. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY UNKNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

g. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY.

h. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BROUGHT TO ENGINEER'S ATTENTION PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.

i. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

j. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLNAD FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

k. MATERIAL STORAGE IS TO BE PLACED IN WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.

l. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

m. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

n. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

## DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C. EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL IS TO BE REMOVED IN ITS ENTIRETY, INCLUDING ANY FITTINGS STRUCTURES, AND APPURTENANCES.

D. EXISTING WATER MAIN IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2 SACK = 188 POUNDS PER CUBIC YARD) AND BE CAPPED AT EACH END OF WATER MAIN ABANDONED IN PLACE.

E. ALL SAW-CUTTING IS TO HAVE CLEAN AND STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.

F. ALL TRENCH PAVEMENT REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.

G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO THE CITY OF MIDLAND.

H. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

## CONSTRUCTION NOTES:

1. SEE SHEET C130 FOR CONTROL POINTS.
2. CONCRETE COLLARS FOR VALVE COVERS WILL NOT BE REQUIRED FOR THIS PROJECT. CONCRETE COLLARS FOR VALVE COVERS WILL BE PLACED WITH THE FUTURE MICHIGAN AVENUE PAVING PROJECT.
3. ANY AND ALL FLOWABLE FILL 2-SACK (2 SACK = 188 POUNDS PER CUBIC YARD) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO PLACEMENT OF ANY PAVEMENT OVER FLOWABLE FILL MATERIAL.
4. ALL NEW WATER MAINS TO MAINTAIN MINIMUM COVER OF 3.5' AND MINIMUM VERTICAL SEPARATION OF 2.0' ABOVE EXISTING WASTEWATER MAINS UNLESS OTHERWISE INDICATED IN THIS CONSTRUCTION DRAWING SET.
5. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
6. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
7. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
8. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
9. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (3.0-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94.
10. ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
11. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
12. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.
13. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
14. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
15. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.
16. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

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DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb 220077

# BAIRD ST. UTILITY GENERAL NOTES

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C104 OF

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F:\2022\220077 CITY OF MIDLAND\BAIRD STREET GIST TO LONGVIEW REF 15900\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C301 GENERAL NOTES.DWG

## PAVING NOTES:

A. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.
B. EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT.
C. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMP, SIDEWALK, OR CURB JOINTS.
D. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS BETWEEN EXISTING CURB AND PROPOSED CURB.
E. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.
F. PAVEMENT PATCH AREA AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREA AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 4 FEET.
G. ALL ASPHALT TRENCH REPAIRS ARE TO UTILIZE 2" TYPE D HMAC HOT MIX ASPHALT UNLESS OTHERWISE NOTED IN CONSTRUCTION DRAWINGS.
H. WHEN PLACED ADJACENT TO CONCRETE PAVEMENT, CURB JOINT SPACING IS TO MATCH CONCRETE PAVEMENT SPACING. WHEN PLACED SEPARATELY FROM PAVEMENT, CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 2.0' AND NO FURTHER THAN 10.0' APART.
I. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
J. UTILIZE SAWCUT OR TOOL JOINTS IN SIDEWALK SPACED EVERY 5.0' WITH AN EXPANSION JOINT FOR EVERY 12TH JOINT OF SIDEWALK.
K. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

## MASTER WATER LAYOUT NOTES:

1. ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.
2. ALL PROPOSED WATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.
3. ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR OR JOB SITE.
4. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY DETAILS 310(A), 310(B), AND 320.
5. ALL THRUST BLOCKING AT FITTINGS IS TO BE FORMED WHEN PLACED.

CITY OF MIDLAND
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02/17/2023
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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb 220077

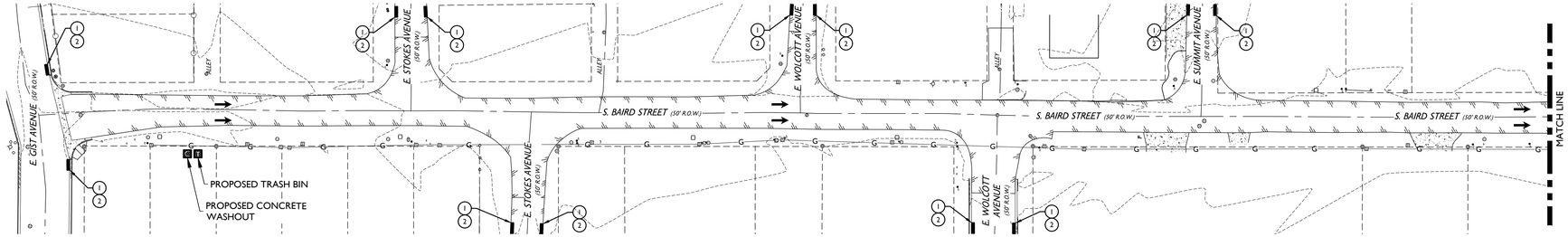
# BAIRD ST. UTILITY GENERAL NOTES

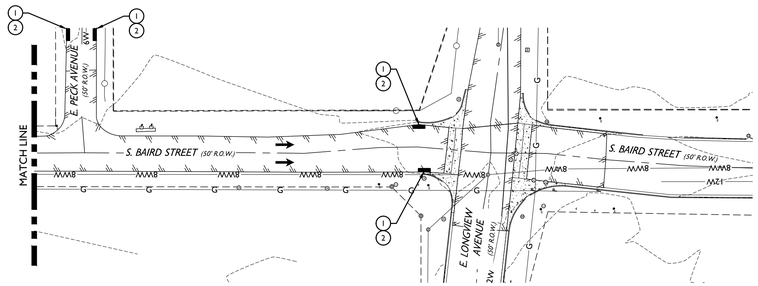
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

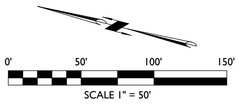
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C302 OF

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**LEGEND**

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT

**PERMANENT BMP CONSTRUCTION NOTES:**

1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES/BMP'S AND MAINTAIN AT ALL TIMES .
2. INSPECT ALL EROSION CONTROL MEASURES/BMP'S PRIOR TO RAIN EVENT TO ENSURE THEY WILL WORK AS INTENDED, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. CONSIDER INSTALLING CONSTRUCTION ENTRANCES OR RUMBLE PLATES TO MINIMIZE TRACK OUT IN THE STREETS IN THE AREAS OF THE AREAS OF PROJECT.

**NOTE:**

CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

**GENERAL NOTES:**

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

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DATE: 09/07/2022
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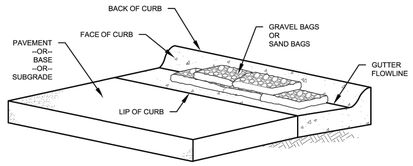
**BAIRD ST. UTILITY EROSION CONTROL PLAN**

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

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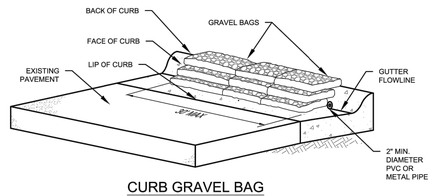
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F:\2022\220077 CITY OF MIDLAND\BAIRD STREET GIST TO LONGVIEW REF 15003\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C419 EROSION CONTROL PLAN I.DWG



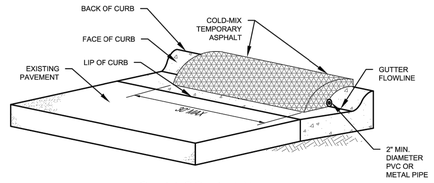

NOTES:

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

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




CURB GRAVEL BAG

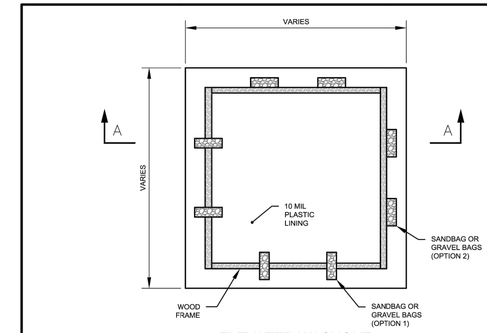



CURB COLD-MIX
TEMPORARY ASPHALT

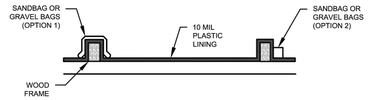
NOTES:

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

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




ELEVATED WASHOUT




SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: JEO | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: COMPASS | SCALE: NTS | DETAIL: |
| CONCRETE WASHOUT OPTION 3 | | | 715 |

**GRAVEL BAG INSTALLATION NOTES:**

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER AS SHOWN.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE NOT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.
8. PLACEMENT OF GRAVEL BAGS SHOULD NOT BLOCK ADA WALKING PATHS.

**NOTE:**

CARE SHOULD BE TAKEN TO AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.

CITY OF MIDLAND TEXAS
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction documents and other data related to it shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Director of Engineering Services Department is authorized to deny occupancy or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

**EROSION CONTROL NOTES:**

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.

B. CONTRACTOR IS TO PLACE AND MAINTAIN SANDBAG BMPS AT FIRST CURB OPENING DOWNSTREAM OF ACTIVE CONSTRUCTION AREA. WHEN CONSTRUCTION ACTIVITY OCCURS ON BOTH SIDES OF ROAD THEN CURB OPENINGS ON BOTH SIDES MUST HAVE SANDBAGS PLACED.

C. EROSION CONTROL MEASURES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED BY CONTRACTOR IMMEDIATELY FOLLOWING ANY STORM EVENT.

D. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

E. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

F. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN APPROVED STORAGE DESIGNATED AS PART OF WORK ZONE AREA.

G. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

H. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

I. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROL PLACED OR IMPEED THEIR EFFECTIVENESS.

J. CONTRACTOR IS TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

K. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

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| △ | REVISIONS. | BY: | APPR. | DATE |
|---|---|---|---|---|
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DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb: 220077

**BAIRD ST. UTILITY EROSION CONTROL DETAILS**

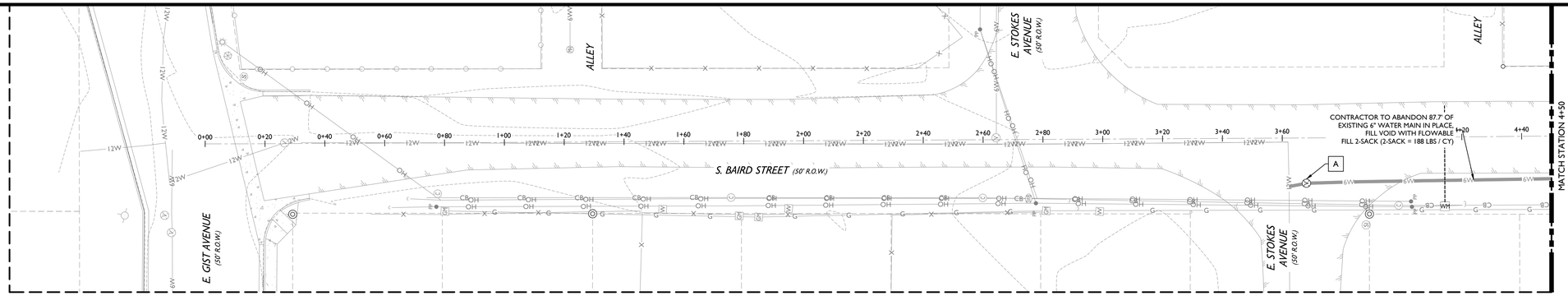
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

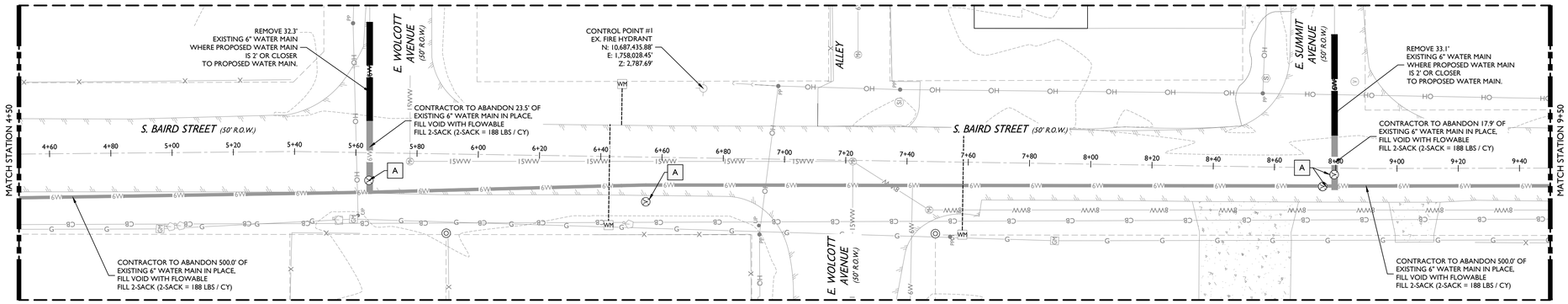
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

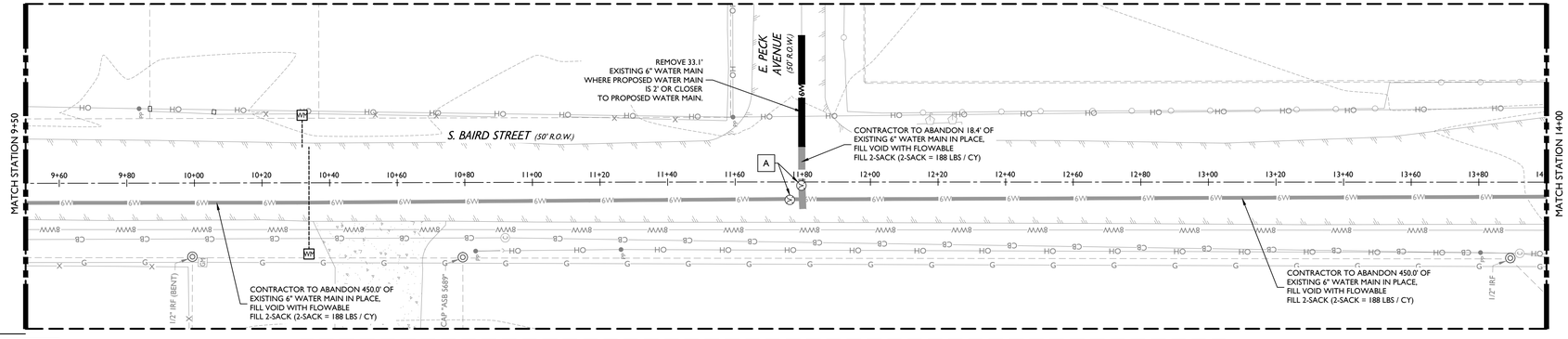
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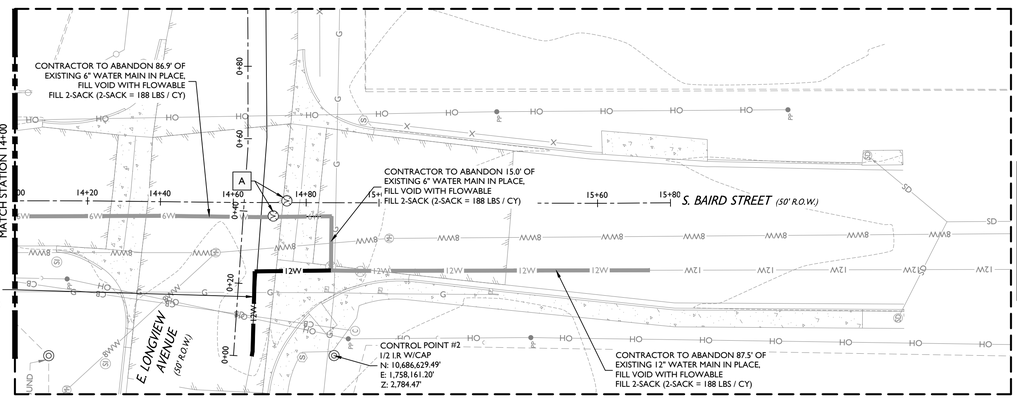



## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- 6W — DENOTES EXISTING 6" WATERLINE TO BE REMOVED
- 6W — DENOTES EXISTING 6" WATERLINE TO BE FILLED WITH FLOWABLE FILL
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE




## DEMO KEY NOTES:

TYP. A. REMOVE EXISTING WATER VALVE

0' 20' 40' 60'

SCALE 1" = 20'

### ESTIMATED DEMOLITION QUANTITIES

| QUANTITY | UNIT | DESCRIPTION |
|---|---|---|
| 1199 | LF | ABANDON EXISTING 6" WATER MAIN IN PLACE, FILL VOID FLOWABLE FILL 2-SACK (2-SACK = 188 LBS / CY) |
| 99 | LF | REMOVE EXISTING 6" WATER MAIN |
| 87.5 | LF | ABANDON EXISTING 12" WATER MAIN IN PLACE, FILL VOID FLOWABLE FILL 2-SACK (2-SACK = 188 LBS / CY) |
| 44.3 | LF | REMOVE EXISTING 12" WATER MAIN |

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CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

# BAIRD ST. UTILITY DEMOLITION PLAN

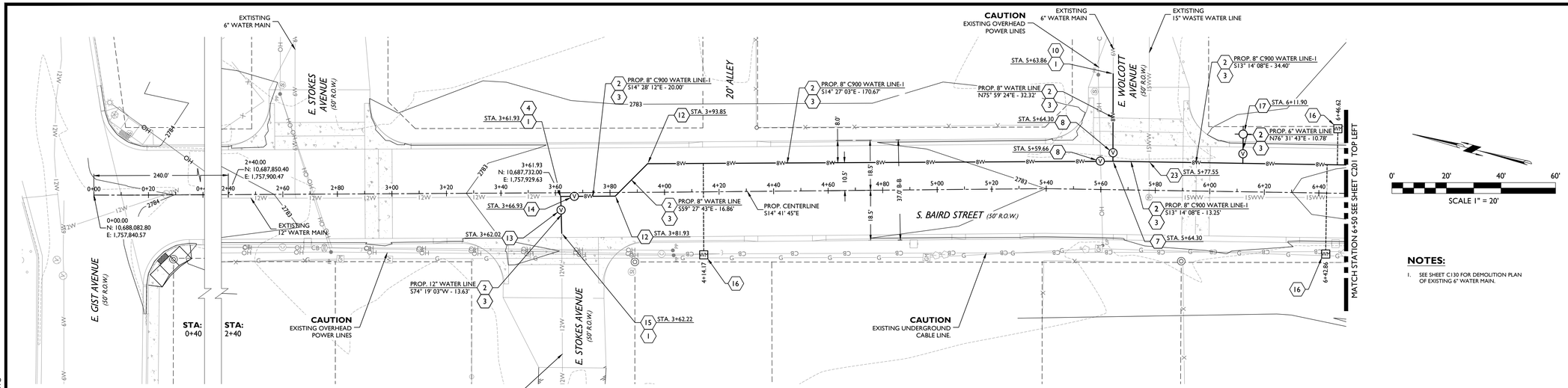
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
01/23/2023

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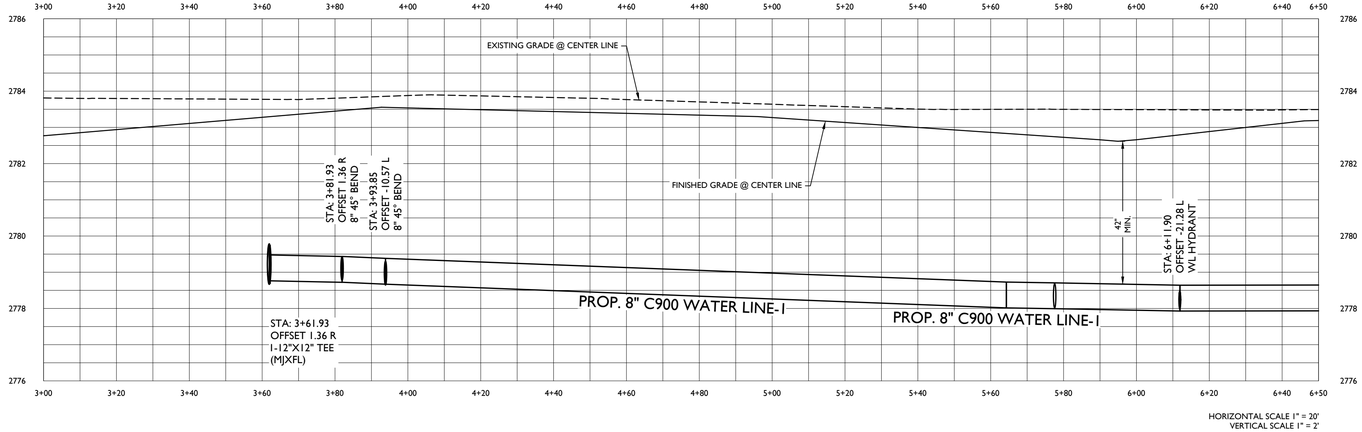



## NOTES:

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED 6" WATER MAIN
- DENOTES PROPOSED 8" WATER MAIN
- DENOTES PROPOSED 16" WATER MAIN




## ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAINLINE CROSSING A WATER MAINLINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED, COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

## WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

2. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12"x12" TEE (MJXFL) PER CITY OF MIDLAND NO. 615 SEE SHEET C651. INSTALL 1-12"X8" REDUCER (MJXMJ). FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. CONSTRUCT 8" 22.5° BEND (MJXMJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
6. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" 45° BEND . FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
7. INSTALL 8"X8" TEE (MJXFL) WITH THRUST BLOCKING PER CITY OF MIDLAND NO. 615 SEE SHEET C651. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1-8" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C351.
9. CONSTRUCT 12" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C351.
10. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 8"X6" REDUCER. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
11. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
12. CONSTRUCT 8" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
13. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
14. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXMJ WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
15. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. REPLACE EXISTING 1" WATER METER & SERVICE LATERAL WITH NEW 1" WATER METER SERVICE CONNECTION PER CITY OF MIDLAND DETAIL NO. 604(A) AND 604(B) SEE SHEET C653.
17. INSTALL 1 EA. 8"X6" TEE, MJXFL PER CITY OF MIDLAND DETAIL NO. 615 SEE SHEET C351 AND DETAIL NO. 601 SEE SHEET C652.
    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. CONSTRUCT 12" CROSS (MJ X MJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 614 ON SHEET C653.
20. INSTALL 1-12" X8" REDUCER.
21. INSTALL 1-12"X6" REDUCER.
22. CONSTRUCT 6" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
23. INSTALL PROPOSED WATER LINE OVER PROPOSED SEWER LINE PER CITY OF MIDLAND DETAIL 307 ON SHEET C650.
24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 6" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

CITY OF MIDLAND TEXAS APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL based on the review of the construction drawings and other data, shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance of adopted policy of the City of Midland jurisdiction. APPROVALS amounting to give authority to violate or cancel the provisions of or the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the review of the construction drawings and other data, by the Development Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department shall not prevent the construction of City infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance of adopted policy of the City of Midland jurisdiction.

Know what's below. Call before you dig.


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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


| BY | APPR. | DATE |
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REVISIONS

DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

# BAIRD ST. WL-1 PLAN AND PROFILE

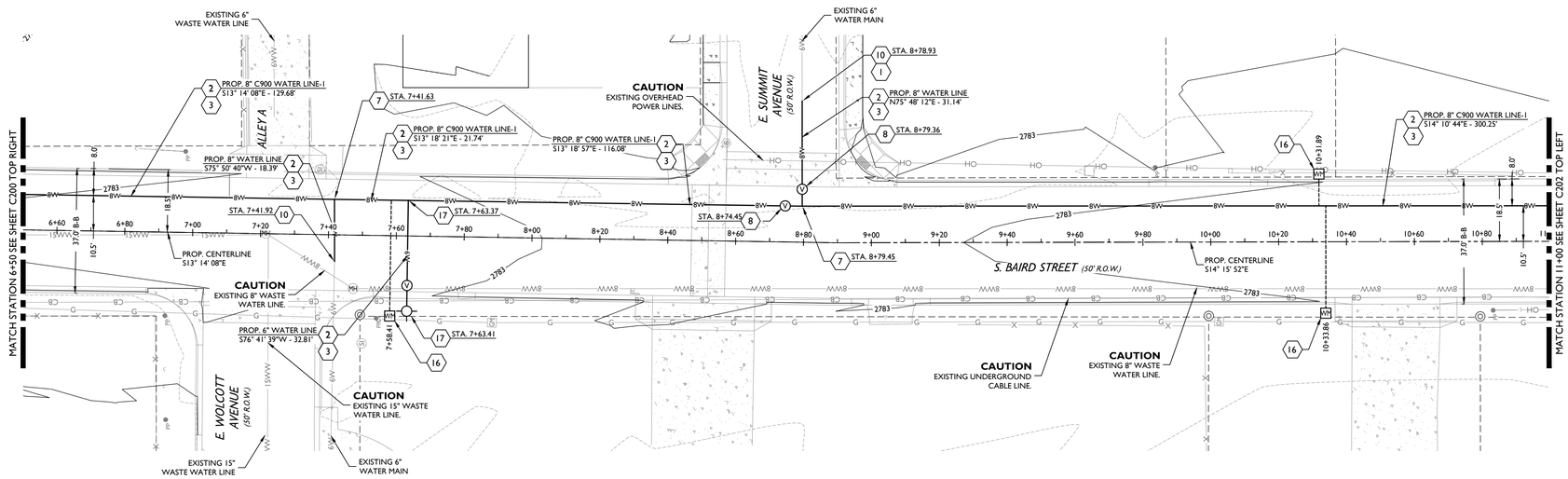
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

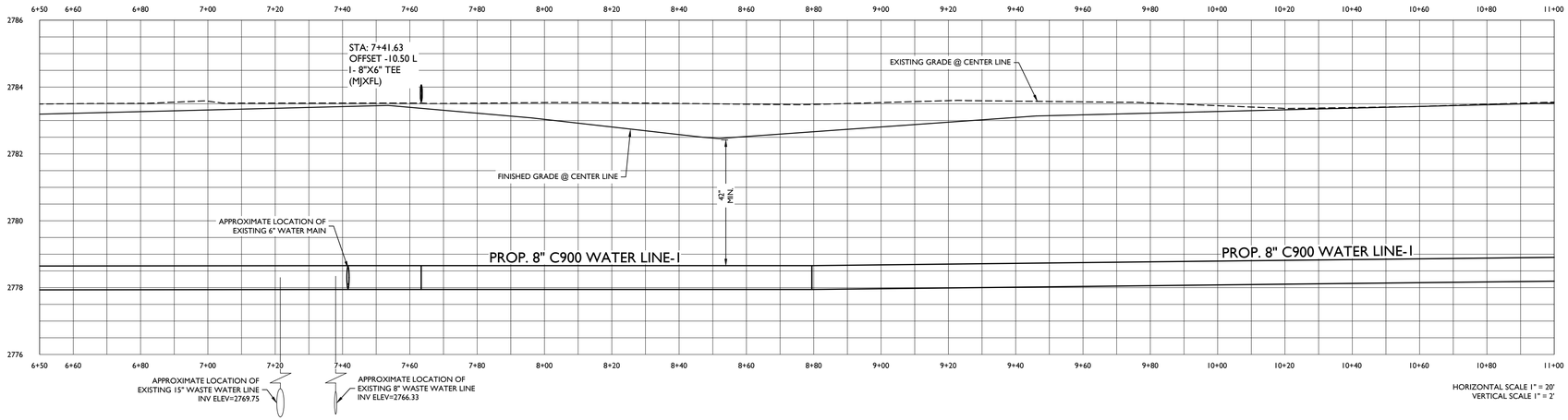
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

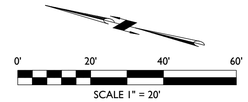
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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150802\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C601 WL-1 PLAN AND PROFILE.DWG




## NOTES:

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED 6" WATER MAIN
- DENOTES PROPOSED 8" WATER MAIN
- DENOTES PROPOSED 16" WATER MAIN

## ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION,
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED, COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

## WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

2. INSTALL 8" DIAMETER AWWA C900 DR.-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12"x12" TEE (MJXFL) PER CITY OF MIDLAND NO. 615 SEE SHEET C651. INSTALL 1-12"X8" REDUCER (MJXMJ). FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. CONSTRUCT 8" 22.5° BEND (MJXMJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
6. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" 45° BEND. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
7. INSTALL 8"X8" TEE (MJXFL) WITH THRUST BLOCKING PER CITY OF MIDLAND NO. 615 SEE SHEET C651. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1-8" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C351.
9. CONSTRUCT 12" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C351.
10. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 8"X6" REDUCER. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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12. CONSTRUCT 8" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
13. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
14. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXMJ WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
15. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. REPLACE EXISTING 1" WATER METER & SERVICE LATERAL WITH NEW 1" WATER METER SERVICE CONNECTION PER CITY OF MIDLAND DETAIL NO. 604(A) AND 604(B) SEE SHEET C653.
17. INSTALL 1 EA. 8"X6" TEE, MJXFL PER CITY OF MIDLAND DETAIL NO. 615 SEE SHEET C351 AND DETAIL NO. 601 SEE SHEET C652.

    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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19. CONSTRUCT 12" CROSS (MJ X MJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 614 ON SHEET C653.
20. INSTALL 1-12" X8" REDUCER.
21. INSTALL 1-12"X6" REDUCER.
22. CONSTRUCT 6" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
23. INSTALL PROPOSED WATER LINE OVER PROPOSED SEWER LINE PER CITY OF MIDLAND DETAIL 307 ON SHEET C650.
24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN. CONTRACTOR TO PREPARE EXISTING PIPE FOR 6" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of the APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. The issuance of the APPROVAL shall not be construed to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction, and shall not be valid. The issuance of the APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to order the correction of such infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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www.Maverick-Eng.com

| | BY: | APPR. | DATE |
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| REVISIONS: | | | |
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| DRAWN BY: | JAR II |
| CHECKED BY: | ALM |
| APPROVED BY: | ALM |
| DATE: | 09/07/2022 |
| JOB: | 220077 |

# BAIRD ST. WL-1 PLAN AND PROFILE

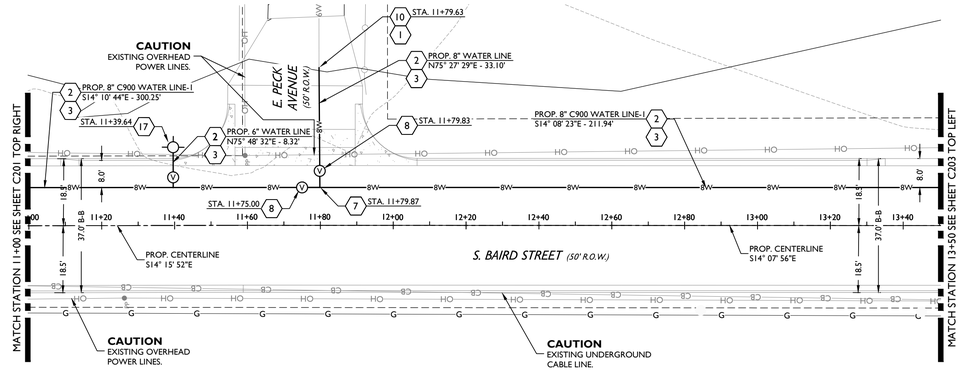
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

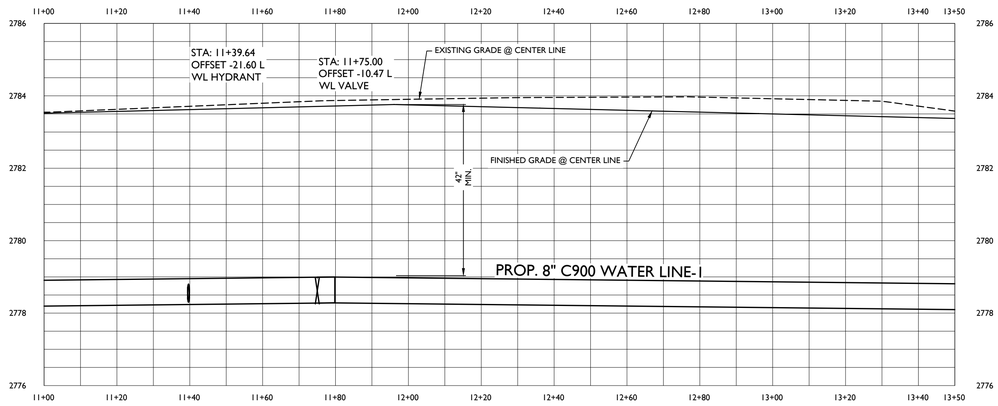
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

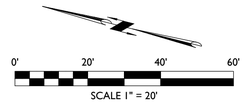
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F:\2022\220077 CITY OF MIDLAND_BAIRD STREET GIST TO LONGVIEW REF 150003\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C602 WL-1 PLAN AND PROFILE.DWG




## NOTES:

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

| | |
|---|---|
| V | DENOTES EXISTING WATER VALVE |
| | DENOTES EXISTING FIRE HYDRANT |
| W | DENOTES EXISTING WATER METER |
| PI | DENOTES EXISTING POST INDICATOR VALVE |
| MH | DENOTES EXISTING WASTEWATER MANHOLE |
| CO | DENOTES EXISTING WASTEWATER CLEANOUT |
| PP | DENOTES EXISTING POWER POLE |
| UP | DENOTES EXISTING UTILITY POWER POLE |
| | DENOTES EXISTING LIGHT POLE |
| | DENOTES EXISTING GUY ANCHOR |
| T | DENOTES EXISTING TRANSFORMER PAD |
| EB | DENOTES EXISTING ELECTRIC BOX |
| TCB | DENOTES EXISTING TRAFFIC CONTROL BOX |
| FO | DENOTES EXISTING FIBER OPTIC MARKER |
| SWBM | DENOTES EXISTING SOUTHWESTERN BELL MANHOLE |
| CB | DENOTES EXISTING CABLE BOX |
| C | DENOTES EXISTING CABLE SIGN |
| TP | DENOTES EXISTING TELEPHONE PEDESTAL |
| GM | DENOTES EXISTING GAS METER |
| GL | DENOTES EXISTING GAS MARKER |
| G | DENOTES EXISTING GAS RISER |
| CP | DENOTES EXISTING CAMERA POST |
| SI | DENOTES EXISTING STREET SIGN |
| S | DENOTES EXISTING STOP SIGN |
| | DENOTES EXISTING TRAFFIC SIGNAL LIGHT |
| | DENOTES EXISTING LOT LINES |
| OH | DENOTES EXISTING OVERHEAD ELECTRIC LINE |
| G | DENOTES EXISTING GAS LINE |
| 4W | DENOTES EXISTING 4" WATER MAIN |
| 6W | DENOTES EXISTING 6" WATER MAIN |
| 8W | DENOTES EXISTING 8" WATER MAIN |
| 16W | DENOTES EXISTING 16" WATER MAIN |
| 6WW | DENOTES EXISTING 6" WASTEWATER MAIN |
| 8WW | DENOTES EXISTING 8" WASTEWATER MAIN |
| 15WW | DENOTES EXISTING 15" WASTEWATER MAIN |
| | DENOTES PROPOSED FIRE HYDRANT |
| V | DENOTES PROPOSED WATER VALVE |
| WM | DENOTES PROPOSED WATER METER |
| 6W | DENOTES PROPOSED 6" WATER MAIN |
| 8W | DENOTES PROPOSED 8" WATER MAIN |
| 16W | DENOTES PROPOSED 16" WATER MAIN |

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## WATER CONSTRUCTION NOTES:

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14. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXMJ WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
15. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. REPLACE EXISTING 1" WATER METER & SERVICE LATERAL WITH NEW 1" WATER METER SERVICE CONNECTION PER CITY OF MIDLAND DETAIL NO. 604(A) AND 604(B) SEE SHEET C653.
17. INSTALL 1 EA. 8"X6" TEE, MJXFL PER CITY OF MIDLAND DETAIL NO. 615 SEE SHEET C351 AND DETAIL NO. 601 SEE SHEET C652.
    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. CONSTRUCT 12" CROSS (MJ X MJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 614 ON SHEET C653.
20. INSTALL 1-12" X8" REDUCER.
21. INSTALL 1-12"X6" REDUCER.
22. CONSTRUCT 6" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
23. INSTALL PROPOSED WATER LINE OVER PROPOSED SEWER LINE PER CITY OF MIDLAND DETAIL 307 ON SHEET C650.
24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 6" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

CITY OF MIDLAND TEXAS APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the submitted documents and data, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the submitted documents and data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

Know what's below. Call before you dig.


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Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


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DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

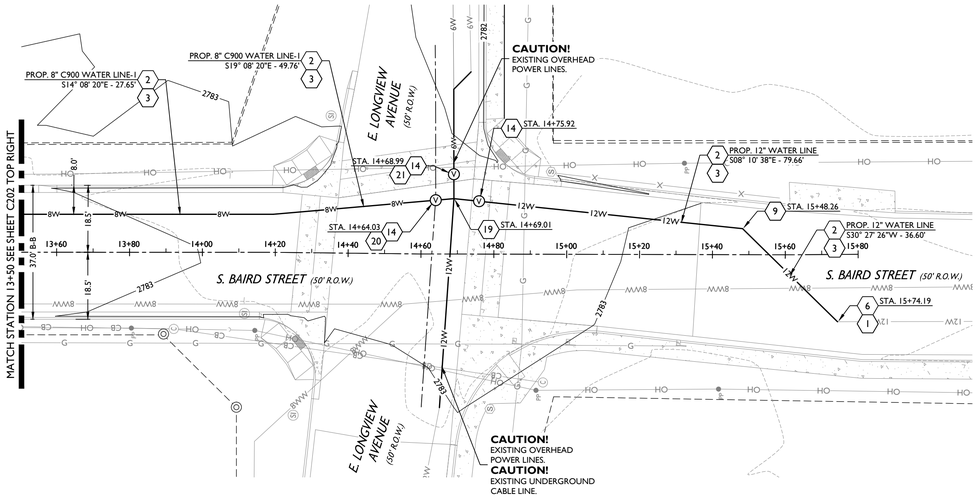
# BAIRD ST. WL-1 PLAN AND PROFILE

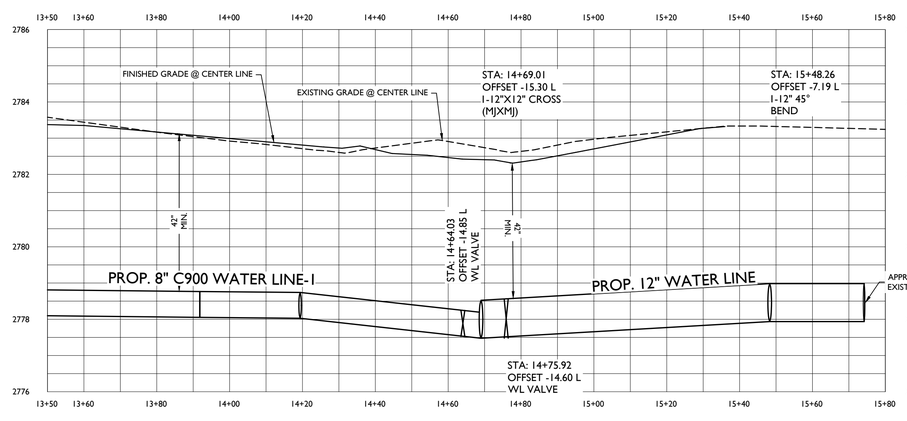
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

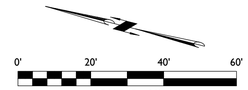
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C603 OF


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**NOTES:**

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

| | |
|---|---|
| V | DENOTES EXISTING WATER VALVE |
| | DENOTES EXISTING FIRE HYDRANT |
| W | DENOTES EXISTING WATER METER |
| PI | DENOTES EXISTING POST INDICATOR VALVE |
| MH | DENOTES EXISTING WASTEWATER MANHOLE |
| CO | DENOTES EXISTING WASTEWATER CLEANOUT |
| PP | DENOTES EXISTING POWER POLE |
| UP | DENOTES EXISTING UTILITY POWER POLE |
| | DENOTES EXISTING LIGHT POLE |
| | DENOTES EXISTING GUY ANCHOR |
| T | DENOTES EXISTING TRANSFORMER PAD |
| EB | DENOTES EXISTING ELECTRIC BOX |
| TCB | DENOTES EXISTING TRAFFIC CONTROL BOX |
| FO | DENOTES EXISTING FIBER OPTIC MARKER |
| SBMH | DENOTES EXISTING SOUTHWESTERN BELL MANHOLE |
| CB | DENOTES EXISTING CABLE BOX |
| C | DENOTES EXISTING CABLE SIGN |
| TP | DENOTES EXISTING TELEPHONE PEDESTAL |
| GM | DENOTES EXISTING GAS METER |
| PL | DENOTES EXISTING GAS MARKER |
| G | DENOTES EXISTING GAS RISER |
| CP | DENOTES EXISTING CAMERA POST |
| SI | DENOTES EXISTING STREET SIGN |
| S | DENOTES EXISTING STOP SIGN |
| | DENOTES EXISTING TRAFFIC SIGNAL LIGHT |
| | DENOTES EXISTING LOT LINES |
| OH | DENOTES EXISTING OVERHEAD ELECTRIC LINE |
| G | DENOTES EXISTING GAS LINE |
| 4W | DENOTES EXISTING 4" WATER MAIN |
| 6W | DENOTES EXISTING 6" WATER MAIN |
| 8W | DENOTES EXISTING 8" WATER MAIN |
| 16W | DENOTES EXISTING 16" WATER MAIN |
| 6WW | DENOTES EXISTING 6" WASTEWATER MAIN |
| 8WW | DENOTES EXISTING 8" WASTEWATER MAIN |
| 15WW | DENOTES EXISTING 15" WASTEWATER MAIN |
| | DENOTES PROPOSED FIRE HYDRANT |
| V | DENOTES PROPOSED WATER VALVE |
| WM | DENOTES PROPOSED WATER METER |
| 6W | DENOTES PROPOSED 6" WATER MAIN |
| 8W | DENOTES PROPOSED 8" WATER MAIN |
| 16W | DENOTES PROPOSED 16" WATER MAIN |

## ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- CITY OF MIDLAND TO BE NOTIFIED 48 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- PIPE DEFLECTION IS TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT OF DEFLECTION.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A TWO (2) FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY SEWER MAINLINE CROSSING A WATER MAINLINE.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ANY AND ALL MORE STRINGENT REQUIREMENTS REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL CONSTRUCTION IN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF MIDLAND PRIOR TO FINAL INSPECTION.
- WATER IS TO BE C-900 PVC PIPE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND'S DESIGN & CONSTRUCTION STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER AND SEWER MAINS IN SERVICE DURING CONSTRUCTION.

## WATER CONSTRUCTION NOTES:

TYP. 1. CAUTION: CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND INFORM ENGINEER OF CONFLICTS.

2. INSTALL 8" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
3. INSTALL METALLIC TRACER TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12"x12" TEE (MJXFL) PER CITY OF MIDLAND NO. 615 SEE SHEET C651. INSTALL 1-12"X8" REDUCER (MJXMJ). FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
5. CONSTRUCT 8" 22.5° BEND (MJXMJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
6. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" 45° BEND . FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
7. INSTALL 12"x8" TEE (MJXFL) WITH THRUST BLOCKING PER CITY OF MIDLAND NO. 615 SEE SHEET C651. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
8. INSTALL 1-8" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C351.
9. CONSTRUCT 12" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C351.
10. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 8"X6" REDUCER. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
11. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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17. INSTALL 1 EA. 8"X6" TEE, MJXFL PER CITY OF MIDLAND DETAIL NO. 615 SEE SHEET C351 AND DETAIL NO. 601 SEE SHEET C652.
    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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19. CONSTRUCT 12" CROSS (MJ X MJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 614 ON SHEET C653.
20. INSTALL 1-12" X8" REDUCER.
21. INSTALL 1-12"X6" REDUCER.
22. CONSTRUCT 6" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
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24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
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CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
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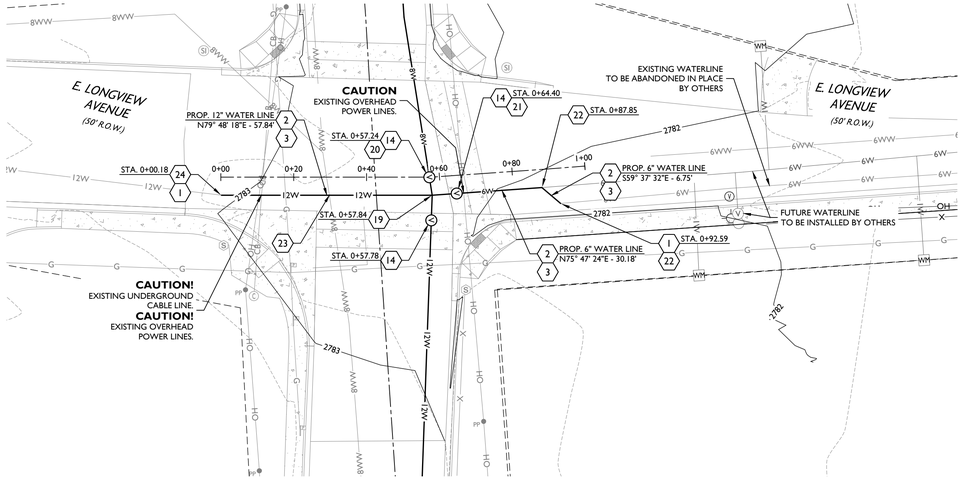
# BAIRD ST. WL-I PLAN AND PROFILE

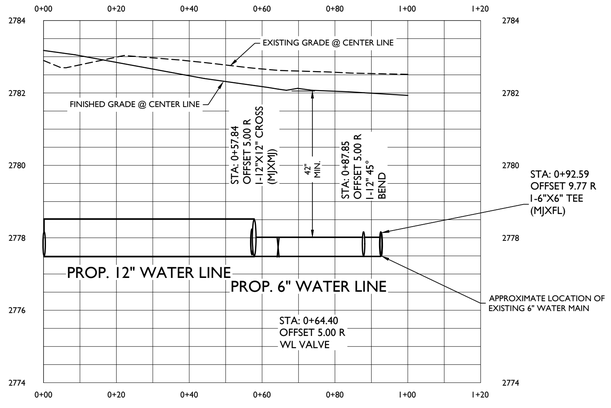
UTILITY CONSTRUCTION PLANS
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UTILITY IMPROVEMENTS
MIDLAND, TEXAS

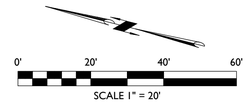
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

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**NOTES:**

1. SEE SHEET C130 FOR DEMOLITION PLAN OF EXISTING 6" WATER MAIN.

## LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE SIGN
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING CAMERA POST
- DENOTES EXISTING STREET SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING TRAFFIC SIGNAL LIGHT
- DENOTES EXISTING LOT LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING 15" WASTEWATER MAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED 6" WATER MAIN
- DENOTES PROPOSED 8" WATER MAIN
- DENOTES PROPOSED 16" WATER MAIN

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9. CONSTRUCT 12" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C351.
10. TIE-IN PROPOSED 8" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 8"X6" REDUCER. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
11. INSTALL 6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
12. CONSTRUCT 8" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
13. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXFL WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
14. INSTALL 1-12" GATE VALVE WITH VALVE BOX MJXMJ WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL NO. 608(A) AND 608(B) SEE SHEET C651.
15. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
16. REPLACE EXISTING 1" WATER METER & SERVICE LATERAL WITH NEW 1" WATER METER SERVICE CONNECTION PER CITY OF MIDLAND DETAIL NO. 604(A) AND 604(B) SEE SHEET C653.
17. INSTALL 1 EA. 8"X6" TEE, MJXFL PER CITY OF MIDLAND DETAIL NO. 615 SEE SHEET C351 AND DETAIL NO. 601 SEE SHEET C652.

    INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF MIDLAND DETAIL NO. 603 SEE SHEET C353. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
18. INSTALL 12" DIAMETER AWWA C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C650. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE DURING CONSTRUCTION. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
19. CONSTRUCT 12" CROSS (MJ X MJ) WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 614 ON SHEET C653.
20. INSTALL 1-12" X8" REDUCER.
21. INSTALL 1-12"X6" REDUCER.
22. CONSTRUCT 6" 45° BEND WITH THRUST BLOCKING PER CITY OF MIDLAND DETAIL 616 ON SHEET C651.
23. INSTALL PROPOSED WATER LINE OVER PROPOSED SEWER LINE PER CITY OF MIDLAND DETAIL 307 ON SHEET C650.
24. TIE-IN PROPOSED 12" WATER MAIN TO EXISTING 12" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 12" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.
25. TIE-IN PROPOSED 6" WATER MAIN TO EXISTING 6" WATER MAIN, CONTRACTOR TO PREPARE EXISTING PIPE FOR 6" DRESSER COUPLING. FIELD VERIFY EXISTING CONDITIONS, PIPE AND MATERIALS. DEFLECT LINE A MAXIMUM OF 5° PER FITTINGS OR 1° PER JOINTS TO ADJUST FOR HORIZONTAL AND/OR VERTICAL ALIGNMENT.

CITY OF MIDLAND TEXAS APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Design and Construction Standards and Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring corrections of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements for failure to comply with the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

Know what's below. Call before you dig.


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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


| REVISIONS | BY | APPR. | DATE |
|---|---|---|---|
| 1 | | | |

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

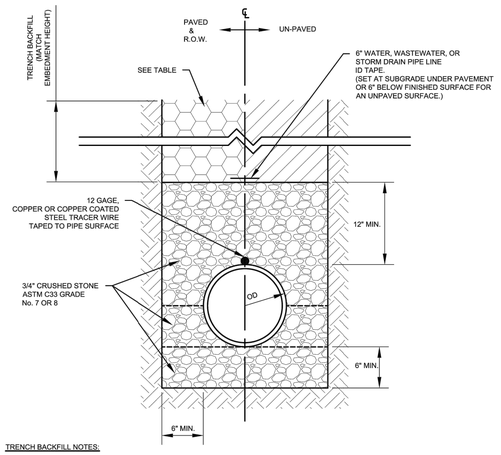
# BAIRD ST. WL-1 PLAN AND PROFILE

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C605 OF

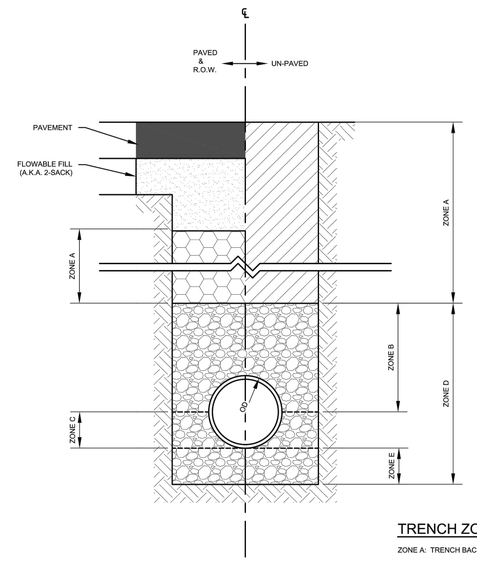

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TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: | |
| TRENCHING AND BEDDING | | 310(A) | |

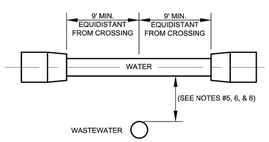



TRENCH ZONES:

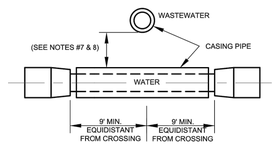
ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: | |
| TRENCHING AND BEDDING | | 310(B) | |

NEW WATER OVER WASTEWATER




NEW WATER UNDER WASTEWATER

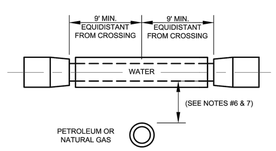



NOTES:

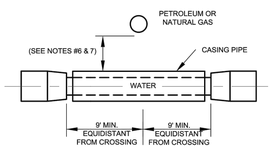
1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | NEW WATER MAIN CROSSING WASTEWATER MAIN | | 307 |
| APPROVED: MCC | | | |

NEW WATER OVER PETROLEUM & NATURAL GAS




NEW WATER UNDER PETROLEUM & NATURAL GAS




NOTES:

1. SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. PETROLEUM OR NATURAL GAS LINES AND MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
4. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
5. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WATER MAIN TO CROSS PETROLEUM OR NATURAL GAS LINE AT 90° ANGLE.
6. NEW WATER MAIN CROSSING OVER OR BENEATH NEW OR EXISTING PETROLEUM OR NATURAL GAS LINES TO BE ENCASED IN MINIMUM 18'.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF PETROLEUM OR NATURAL GAS LINES TO BE NO LESS THAN 2.0'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | NEW WATER MAIN CROSSING PETROLEUM AND NATURAL GAS LINE | | 308 |
| APPROVED: MCC | | | |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the City Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services is authorized to grant, in writing, exceptions to permit public infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.


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Midland, Texas 79701
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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


| BY | APPR. | DATE | REVISIONS. |
|---|---|---|---|
| | | | |

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

# BAIRD ST. UTILITY DETAILS

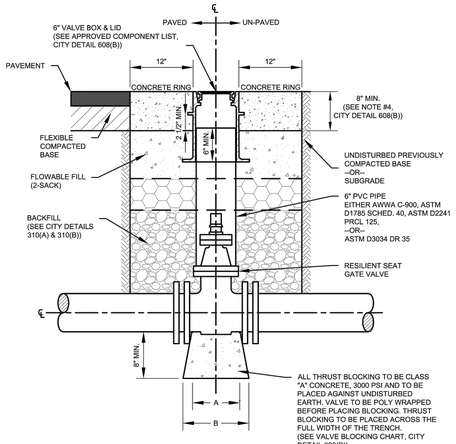
UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C650 OF


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F:\2022\220077-CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150920\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C650 UTILITY DETAILS.DWG




| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPICAL VALVE AND VALVE BOX | | 608(A) |
| APPROVED: MCC | | | |

APPROVED COMPONENT LIST

| NO. | VALVES | VALVE COVERS | VALVE BOX |
|---|---|---|---|
| 1 | MUELLER 2360 M/J | MUELLER 2360 FL X FL | BASS & HAYS STANDARD 390-1 "SHORTY" |
| 2 | M & H 4067 M/J | M & H 4067-0 | OR APPROVED EQUAL |
| 3 | CL0W 2838 M/J | CL0W 2840 FL X FL | |
| 4 | OR APPROVED EQUAL | OR APPROVED EQUAL | |

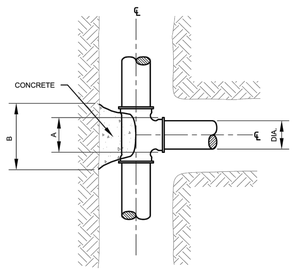
VALVE BLOCKING CHART

| PIPE SIZE | A | B |
|---|---|---|
| 4" | 5.0" | 10.5" |
| 6" | 6.5" | 1'-0" |
| 8" | 6.5" | 1'-0" |
| 10" | 8.0" | 1'-1.0" |
| 12" | 8.5" | 1'-2.0" |

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | TYPICAL VALVE AND VALVE BOX DETAILS | | 608(B) |
| APPROVED: MCC | | | |




TEE

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

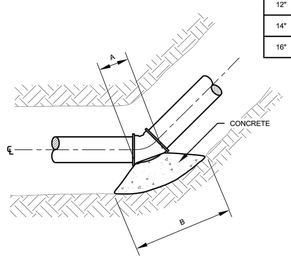
| "T" RUN DIA. | STEM DIA. | BLOCKING DIMENSIONS | | |
|---|---|---|---|---|
| | | A | B | *C |
| TEE | | | | |
| 4" | ALL | 11" | 1'-0" | 1'-0" |
| 6" | ALL | 1'-2" | 1'-7" | 1'-0" |
| 8" | ALL | 1'-4" | 2'-2" | 2'-2" |
| 10" | ALL | 1'-8" | 2'-8" | 2'-8" |
| 1'-0" | THRU 6" | 1'-10" | 1'-10" | 1'-8" |
| 1'-0" | OVER 6" | 1'-10" | 3'-2" | 3'-2" |
| 1'-2" | THRU 8" | 2'-2" | 2'-2" | 1'-11" |
| 1'-2" | OVER 8" | 2'-2" | 3'-8" | 3'-8" |
| 1'-4" | THRU 8" | 2'-4" | 2'-4" | 2'-2" |
| 1'-4" | OVER 8" | 2'-4" | 4'-3" | 4'-3" |

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | BLOCKING FOR TEE | | 615 |
| APPROVED: MCC | | | |




BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

| DIA. OF PIPE | DEGREE OF BEND | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 11 1/4° | | | 22 1/2° | | | 45° | | | 90° | | |
| | A | B | *C | A | B | *C | A | B | *C | A | B | *C |
| 4" | 0'-4" | 1'-0" | 1'-0" | 0'-5" | 1'-0" | 1'-0" | 0'-6" | 1'-0" | 1'-0" | 0'-11" | 1'-3" | 1'-3" |
| 6" | 0'-7" | 1'-0" | 1'-0" | 0'-7" | 1'-0" | 1'-0" | 0'-8" | 1'-5" | 1'-5" | 1'-3" | 1'-11" | 1'-11" |
| 8" | 0'-8" | 0'-10" | 1'-2" | 0'-9" | 1'-4" | 1'-4" | 0'-10" | 1'-10" | 1'-10" | 1'-6" | 2'-6" | 2'-6" |
| 10" | 0'-10" | 1'-0" | 1'-5" | 0'-11" | 1'-8" | 1'-8" | 1'-1" | 2'-4" | 2'-4" | 1'-11" | 3'-2" | 3'-2" |
| 12" | 1'-0" | 1'-3" | 1'-8" | 1'-1" | 2'-0" | 2'-0" | 1'-3" | 2'-10" | 2'-10" | 2'-2" | 3'-10" | 3'-10" |
| 14" | 0'-11" | 1'-5" | 1'-11" | 1'-1" | 2'-4" | 2'-4" | 1'-3" | 3'-3" | 3'-3" | | | |
| 16" | 1'-1" | 1'-8" | 2'-2" | 1'-2" | 2'-8" | 2'-8" | 1'-5" | 3'-9" | 3'-9" | | | |

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | BLOCKING FOR HORIZONTAL BENDS | | 616 |
| APPROVED: MCC | | | |

CITY OF MIDLAND
APPROVED
02/17/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of the APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The Director of Engineering Services may withdraw construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services from requiring the correction of errors in the plans and construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements which are in violation of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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| BY | APPR. | DATE | REVISIONS | △ |
|---|---|---|---|---|
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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb 220077

BAIRD ST. UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/23/2023

SHEET C651 OF

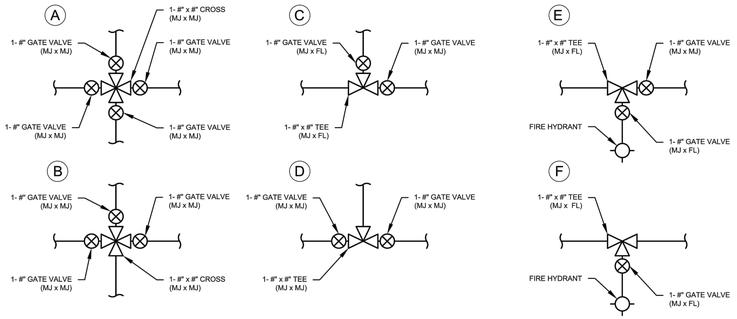
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## CROSS FITTING RESTRAINTS

## TEE FITTING RESTRAINTS

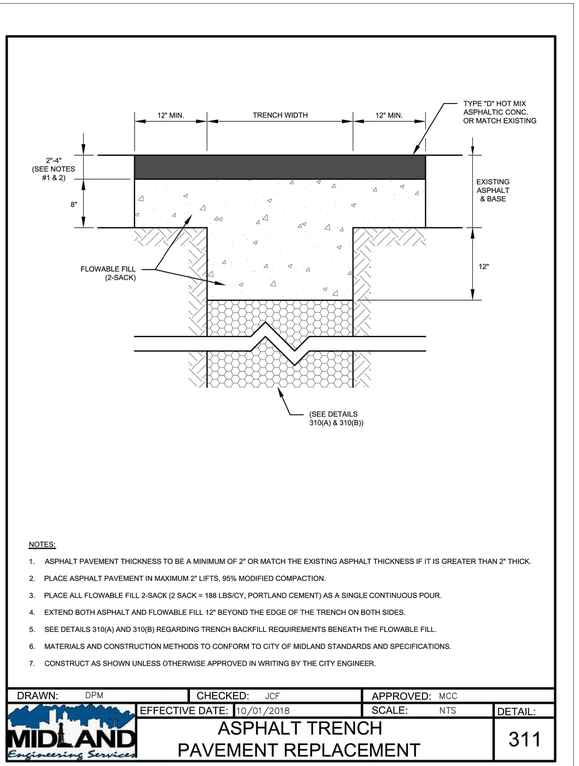
## FIRE HYDRANT RESTRAINTS




NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

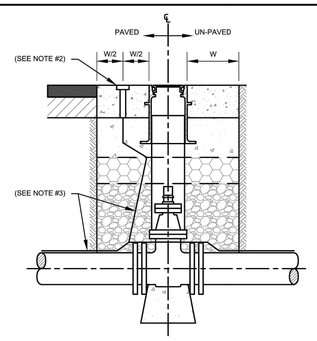
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|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | TYPICAL FITTING RESTRAINT CONFIGURATIONS | | 601 |
| APPROVED: MCC | | | |



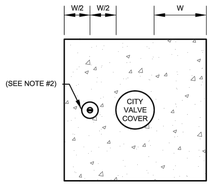

NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
| EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: | |
| ASPHALT TRENCH PAVEMENT REPLACEMENT | | 311 | |




CROSS SECTION VIEW




PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY TO END OF TEST STATION. TRACER WIRE TO REMAIN ENTIRELY COVERED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | VALVE DETECTOR WIRE END | | 320 |
| APPROVED: MCC | | | |

CITY OF MIDLAND APPROVED 02/17/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

This approval is for the construction of the APPROVED set of plans as submitted to be consistent with the City Ordinances, all of the applicable Standards of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVED presuming no one authorizes or violate or cancel the provisions of or the City Codes, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of construction which is in violation of the City Code, of any City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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

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F:\2022\220077 CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 15900\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C653 BAIRD ST. UTILITY DETAILS.DWG

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REVISIONS: △

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOb 220077

**BAIRD ST. UTILITY DETAILS**

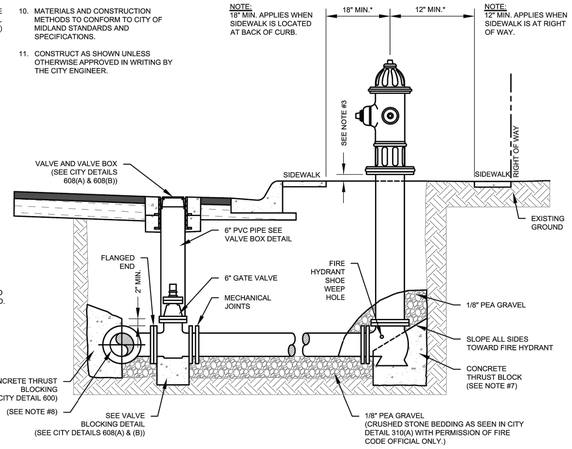
UTILITY CONSTRUCTION PLANS
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MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
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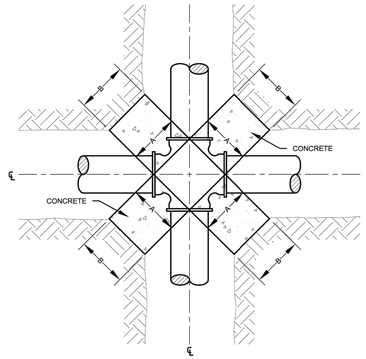
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NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.




| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | FIRE HYDRANT NEW WATER MAIN | | 603 |
| APPROVED: MCC | | | |




CROSS BLOCKING

CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

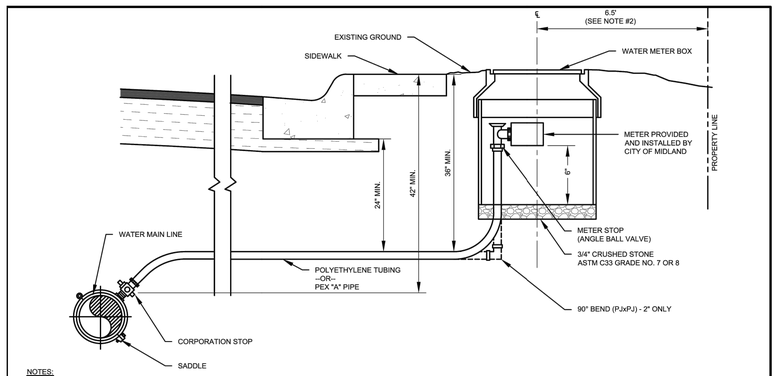
| CROSS DIA. | BLOCKING DIMENSIONS | | |
|---|---|---|---|
| | A | B | *C |
| 4"x 4" | 0'-11" | 1'-0" | 1'-0" |
| 6"x 6" | 1'-2" | 1'-7" | 1'-0" |
| 8"x 8" | 1'-4" | 2'-2" | 2'-2" |
| 10"x 10" | 1'-8" | 2'-8" | 2'-8" |
| 12"x 12" | 1'-10" | 3'-2" | 3'-2" |
| 14"x 14" | 2'-2" | 3'-8" | 3'-8" |
| 16"x 16" | 2'-4" | 4'-3" | 4'-3" |

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | BLOCKING FOR CROSS | | 614 |
| APPROVED: MCC | | | |




NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | 1" AND 2" WATER METER AND SERVICE CONNECTION | | 604(A) |
| APPROVED: MCC | | | |

APPROVED COMPONENT LIST

| 1" WATER METER SERVICE | 2" WATER METER SERVICE |
|---|---|
| SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD FCD202 SADDLE<br>2. MUELLER DR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 4855A<br>4. OR APPROVED EQUAL | SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD FCD202 SADDLE<br>2. MUELLER DR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 4855A<br>4. OR APPROVED EQUAL |
| SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD 202BSD SADDLE<br>2. MUELLER BR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 3855<br>4. OR APPROVED EQUAL | SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD 202BSD SADDLE<br>2. MUELLER BR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 3855<br>4. OR APPROVED EQUAL |
| CORPORATION STOP<br>1. FORD FB1000-4-G-NL<br>2. MUELLER B-25008N<br>3. A.Y. MCDONALD SERIES 74701B-22 1<br>4. OR APPROVED EQUAL | CORPORATION STOP<br>1. FORD FB1000-7-G-NL<br>2. MUELLER B-25008N<br>3. A.Y. MCDONALD SERIES 74701B-22 2<br>4. OR APPROVED EQUAL |
| CURB STOP METER VALVE<br>1. FORD BA43-444W-G-NL<br>2. MUELLER B-25172N<br>3. A.Y. MCDONALD SERIES 74602B-22 1<br>4. OR APPROVED EQUAL | CURB STOP METER VALVE<br>1. FORD BFA43-777W-G-NL<br>2. MUELLER B-25172N<br>3. A.Y. MCDONALD SERIES 74602B-22 2<br>4. OR APPROVED EQUAL |
| WATER METER BOX<br>1. EAST JORDAN 32197099A02<br>2. OR APPROVED EQUAL | WATER METER BOX<br>1. EAST JORDAN 32244000A01<br>2. OR APPROVED EQUAL |
| SERVICE LINE PIPE<br>1. ASTM D-2737 POLYETHYLENE TUBING<br>2. MUNICI PEX 'A' PIPE<br>3. OR APPROVED EQUAL | SERVICE LINE PIPE<br>1. ASTM D-2737 POLYETHYLENE TUBING<br>2. MUNICI PEX 'A' PIPE<br>3. OR APPROVED EQUAL |

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: | |
| 1" AND 2" WATER METER AND SERVICE CONNECTION | | 604(B) | |

CITY OF MIDLAND APPROVED ENGINEERING 02/17/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 09/07/2022
JOB: 220077

BAIRD ST. UTILITY DETAILS

UTILITY CONSTRUCTION PLANS
BAIRD STREET - GIST AVENUE TO LONGVIEW AVENUE
UTILITY IMPROVEMENTS
MIDLAND, TEXAS

ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
01/23/2023

SHEET C653 OF

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F:\2022\220077 CITY OF MIDLAND-BAIRD STREET GIST TO LONGVIEW REF 150003\DRAWINGS\CIVIL CONSTRUCTION PLANS\UTILITY CONSTRUCTION SET\220077 C653 BAIRD ST. UTILITY DETAILS.DWG

# City Council Meeting

**Item Number:** 8

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE-YEAR CONTRACT WITH STRYKER SALES, LLC, FOR PREVENTATIVE MAINTENANCE SERVICES FOR THE FIRE DEPARTMENT AT A TOTAL COST OF $138,818.50 (DISTRICT: NONE) (GENERAL SERVICES)

---

**Purpose:**

Resolution awarding a sole source contract for ProCare three-year preventive services from Stryker Sales Corporation for a total cost of $138,818.50.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is available in the FY2023 General Operating Fund budget.

**Discussion:**

Staff recommends awarding a sole source contract for ProCare LUCAS three-year Preventive Services from Stryker Sales Corporation. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Charles Blumenauer, Fire Chief, for additional information.

Therefore, please consider a resolution awarding a sole source contract for ProCare LUCAS three-year Preventive Services from Stryker Sales Corporation of Portage, Michigan for a total cost of $138,818.50.

Tina Daug

City Manager's Office

MIDLAND
Fire Department

**Interoffice Memorandum**

**Date:** **03/1/2023**

**To:** **Regina Stephenson**

**From:** **Fire Chief Charles Blumenauer**

**Subject:** **2023 Stryker Service Contract**

---

The Midland Fire Department relies on preventative maintenance programs to ensure that our emergency vehicles and equipment are ready to always respond. The equipment outlined in the Stryker service contract is how we secure and transport patients to the appropriate location. The power cots and stair chairs meet federal crash and restraint standards (AS/NZS-4535, BS EN-1789 and SAE J3027 with X restraints). Our Stryker equipment is sole source equipment with specialized loading and fastening systems. We rely on this equipment to always operate to its full capabilities in the movement of patients. The service contract will extend the life of this important life safety equipment along with maintaining its operational capabilities.

The service technician(s) for Stryker are responsive to our needs and are quick to respond when needed. The contract will enhance our partnership with Stryker while improving safety for our stakeholders and the emergency medical personnel.

Charles Blumenauer

Fire Chief

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE-YEAR CONTRACT WITH STRYKER SALES, LLC, FOR PREVENTATIVE MAINTENANCE SERVICES FOR THE FIRE DEPARTMENT AT A TOTAL COST OF $138,818.50**

**WHEREAS**, the Fire Department relies on preventative maintenance services to ensure that emergency vehicles and equipment are always ready to respond; and

**WHEREAS**, Stryker Sales, LLC, is the sole source vendor for preventative maintenance services on the equipment used to secure and transport patients; and

**WHEREAS**, Styker Sales, LLC, has agreed to provide the City of Midland with preventative maintenance services for a total cost of $138,818.50; and

**WHEREAS**, the City Council finds the price proposed for said preventative maintenance services to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the execution of a sole-source contract for said preventative maintenance services;

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

**SECTION ONE.** That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source three-year contract with Stryker Sales, LLC, for preventative maintenance services for the Fire Department at a total cost of $138,818.50. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

**SECTION TWO.** That funding shall be available in the FY2023 General Operating Fund budget.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Styrker Sales, LLC, in accordance with the terms of the above-referenced contract, from funding available funds upon receipt of proper invoices or statements approved by the City Manager's Office.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# THE CITY OF MIDLAND

## SERVICE CONTRACT

## Contract No. 23002228

THIS CONTRACT, effective the 25 day of January, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Stryker Sales, LLC., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal:$ 138,818.50 **(Stryker Quote #10617597 attached)** DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for ProCare three-year preventive services in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A….. ….. ….. ….. ….. ….. ….. ….. ….. ….. ….. Specifications, Proposal or Cost Summary

Exhibit A consists of: Stryker Quote #10617597, together with Addendum/ProCare Service Terms)

EXHIBIT B ..... Intentionally Omitted

EXHIBIT C ..... Intentionally Omitted

EXHIBIT D ..... Wage Scale

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

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the services being performed and to determine, in general, if the services are 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 service, nor will such representative be responsible for the service procedures, means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the services in accordance with the contract.

**5. Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, tools, labor, insurance, and items necessary for the completion of the service covered by the contract documents. Unless otherwise specified, all materials and replacement parts shall be new, and

both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of replacement parts.

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

5.2 All service 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 service not specifically mentioned in the Specifications but obviously necessary for the proper completion of the service, shall be considered as incidental to and a part of the service for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra service" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the services as shown on the Specifications.

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

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

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

**PROPERTY, DIRECTLY AS A RESULT OF ANY NEGLIGENT ACT, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAW BY OF COMPANY, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE PERFORMANCE OF COMPANY'S OBLIGATIONS UNDER THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE FOREGOING INDEMNIFICATION OBLIGATIONS WILL NOT APPLY TO ANY LIABILITY ARISING FROM: (A) ANY INJURY OR DAMAGE DUE TO THE NEGLIGENCE OF ANY PERSON OTHER THAN COMPANY'S EMPLOYEE OR AGENT; (B) THE FAILURE OF ANY PERSON OTHER THAN COMPANY'S EMPLOYEE OR AGENT TO FOLLOW ANY INSTRUCTIONS OUTLINED IN THE LABELING, MANUAL, AND/OR INSTRUCTIONS FOR USE OF THE EQUIPMENT; (C) THE USE OF ANY EQUIPMENT OR PART NOT PURCHASED FROM COMPANY OR ANY EQUIPMENT OR PARTY THEREOF THAT HAS BEEN MODIFIED, ALTERED OR REPAIRED BY ANY PERSON OTHER THAN COMPANY'S EMPLOYEE OR AGENT; OR (D) ANY ACTIONS TAKEN OR OMISSIONS MADE BY ANY COMPANY EMPLOYEE OR AGENT WHILE UNDER THE DIRECTION OR CONTROL OF CITY'S STAFF. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

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

**9. Start of Service:** COMPANY shall commence services no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such service during the period specified on the Stryker Quote #10617597 attached.

**10. Clean Up: Intentionally Omitted as Not Applicable.**

**11. Service Plan Warranty and Limitations:** Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will materially

comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (a) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance, as set out in the Stryker maintenance manual or operating instructions; (b) accidents; (c) catastrophe; (d) acts of god; (e) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel; (f) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (g) Equipment that has been repaired with any unauthorized or non-Stryker parts/components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

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

a. Defective work not remedied; or

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

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

d. Damages to another contractor or subcontractor.

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

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

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

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

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

**16. Payment:** Payments for the services to be completed pursuant to the terms of this Contract by COMPANY, including all Change Orders altering the original services and amount of said contract are completed, shall be made in **Annual Payments** of **$42,968.16,** in advance for each of the **Three (3) years term** covered hereunder, and as outlined on the Quote attached as an exhibit hereto.

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

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

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

**COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

**19. Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

**20. 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 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 |
| -General Aggregate: | $2,000,000.00 |

| | |
|---|---|
| Business Automobile Liability: | $250,000.00 combined single limit each accident - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident |
| | $500,000.00 disease each employee |
| | $500,000.00 disease policy limit |

The Commercial General Liability shall include products and completed operations liability, and

shall be on an occurrence basis. This insurance shall include CITY as an additional insured with respect to CITY's vicarious liability which occurs as a result of COMPANY's service work under this Contract.

The Business Automobile Liability insurance provided by COMPANY shall cover any of COMPANY'S autos for bodily injury and property damage, including owned, hired and non-owned vehicles used for the execution of the service work that is the subject of this Contract. This insurance shall include CITY as an additional insured with respect to CITY's vicarious liability which occurs as a result of COMPANY's service work under this Contract. The required Business Automobile Liability insurance policy shall include a waiver subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation insurance policy shall include a waiver of subrogation in favor of CITY.

All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall include CITY as an additional insured with respect to CITY's vicarious liability which occurs as a result of COMPANY's service work under this Contract. Coverage shall be on an occurrence basis. CITY shall be provided the notice by COMPANY not later than thirty (30) days prior to any material reduction or termination of such required coverage. Notwithstanding any other insurance requirements within this Contract to the contrary, to the extent allowed by applicable law or regulation, COMPANY shall be permitted to maintain a program of self-insurance to comply with the insurance requirements of this Contract.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that join in on any portion of the service work that is the subject of this Contract (if any) to obtain insurance coverage that meets the policy requirements and amounts specified herein.

The parties agree that, prior to the execution of the Contract, COMPANY shall provide a Certificate of Insurance evidencing the required coverages. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the Certificate of Insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved Certificate of Insurance. The ACORD Form 25 and blanket endorsements are approved. Compliance with state law is the sole responsibility of COMPANY.

**21. Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY, except that either party shall have the right to assign this Contract or any rights under or interests in this Agreement to any parent, subsidiary or affiliate. All of the terms and provisions of this Contract shall be binding

upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Contract.

**22. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT (BUT NOT INCLUDING BREACH OF CONTRACT CLAIMS FOR NONPAYMENT OF AMOUNTS DUE FROM CITY TO COMPANY HEREUNDER, WHICH ARE NOT RELEASED BY COMPANY), QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

**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. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

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

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does

not have the power to direct the order in which the service is done. CITY shall not have the right to control the means, methods or details of COMPANY's service. COMPANY shall assume exclusive responsibility for the service. COMPANY is entirely free to do the service 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, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

**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:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the

Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

**28. Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

**30. Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY copies of any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

**32. Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

**33. Intentionally Omitted as Not Applicable to a Service Contract.** Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

***[ Signatures on Following Page ]***

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY: **STRYKER SALES, LLC, through its Medical Division**

By: _____

Name: **Tom Tackabury**

Title: **Sr. Sales Manager, ProCare**

STATE OF **MICHIGAN** §
§
COUNTY OF **KALAMAZOO** §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, **.Tom Tackabury**, an Authorized Signatory of Stryker Sales, LLC (pursuant to a Special Power of Attorney), 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 _____, 2023.

**SEAL**

_____
**Debra Sill Holmgren**
Notary Public, State of **Michigan, Kalamazoo County, MI**
**Acting in Kalamazoo County, MI**

**Special Power of Attorney Relative to**

**City of Midland, Texas**

**[Contract No. 23002228] – ATTACHED**

# Special Power of Attorney Relative to
## City of Midland, Texas
## [Contract No. 23002228]

I, **BRAD L. SAAR, Authorized Representative** of **Stryker Sales, LLC, acting by and through its Medical Division** ("Stryker"), whose business address is **3800 E. Centre Avenue, Portage, Michigan 49002**, hereby appoint TOM TACKA**BURY, Sr. Sales Manager, ProCare** of **Stryker Sales, LLC**, whose business address is **3800 E. Centre Avenue, Portage, Michigan 49002**, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

My Agent shall have full power and authority to act on my behalf relative to any Contract between Stryker and **the City of Midland, TX, Contract No. 23002228** ("Contract"). This authority shall include authorization to sign the Contract, together with any other documentation necessary in order to accomplish the submission and signature of said Contract on behalf of Stryker, and entering into binding contracts on behalf of Stryker.

This Power of Attorney shall be effective immediately, and shall terminate upon the completion of the Contract with **the City of Midland, TX,** as noted above, or at such date as may be later determined by the undersigned.

Any person may act **or** rely upon a photocopy of this Power of Attorney as if it were an originally signed document. This Special Power of Attorney is provided in place of any Corporate **or** Company Resolution which may be required authorizing **TOM TACKABURY** to sign on behalf of Stryker Sales, LLC. A copy of the Unanimous Written Consent of the Managers of Stryker Sales, LLC (dated **1-1-2021**) establishing my "Authorized Representative" status is attached hereto.

**Witnesses:**

Jamie L. W. Flickinger

Name: Jamie L. W. Flickinger

Debra Sill Holmgren

Name: Debra Sill Holmgren

**Stryker Sales LLC, acting by and through its its Medical Division**

By: Brad L. Saar

Name: Brad L. Saar, a/k/a Bradford L. Saar

Title: Authorized Representative, Stryker Sales, LLC

Date: January 20, 2023

STATE OF MICHIGAN )
) ss
COUNTY OF KALAMAZOO )

On this 20th day of January, 2022, before me, a Notary Public, came **Brad L. Saar, a/k/a Bradford L. Saar,** who is the Authorized Representative of **Stryker Sales, LLC,** pursuant to the attached Unanimous Written Consent of the Managers of Stryker Sales, LLC, to me known to be the individual described in, and who executed the foregoing document, who duly acknowledged the same to be his free act and deed, as authorized by its Board of Managers.

[Notary Seal]

SILL HOLMGREN
NOTARY PUBLIC
KALAMAZOO COUNTY, MICHIGAN
My Commission Expires
MAY 23, 2023
Acting in the County of
KALAMAZOO

Debra Sill Holmgren, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County
My com. expires: May 23, 2023

Attachment to Special Power of Attorney

**UNANIMOUS WRITTEN CONSENT OF THE MANAGERS OF STRYKER SALES, LLC**

**JANUARY 1, 2021**

**WHEREAS**, the Board of Managers of Stryker Sales, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "**Company**") acting pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and the Limited Liability Company Agreement, hereby adopts, by this Unanimous Written Consent, the following resolution with the same force and effect as if it were taken at a duly convened meeting of the Board of Managers of the Corporation:

**RESOLVED**, that the Board of Managers deems it advisable and in the best interest of the Company to delegate to certain individuals signature authority to act as representatives on the Company's behalf with respect to certain matters of the Company. The Board of Managers hereby grants to those persons below (each, an "**Authorized Representative**") signature authority to act on behalf of the Company in matters relating to the Medical business of the Company:

| | |
|---|---|
| Brad Saar | Joseph Krill |
| Jessica Mathieson | Anne Mullaly |
| Christopher Terry | Jeff Gorton |
| Arun Alakhramsing | Sara Barron |
| Brian Mendonca | |

**RESOLVED FURTHER**, that the authority granted to each Authorized Representative is for an indefinite time and shall only terminate upon action of the Board of Managers, or at such time as the Authorized Representative is no longer employed by the Company or a company affiliated with the Company;

**RESOLVED FURTHER**, that all actions of the Company and its officers, attorneys, authorized representatives and agents taken consistent with the matters contemplated by the foregoing resolutions are hereby ratified, approved and confirmed; and

**RESOLVED FURTHER**, that the officers of the Company, and each of them, are authorized and directed to take any additional actions, to enter into any agreements or arrangements, and to execute and deliver all such other agreements, documents or instruments as any officer determines to be necessary, appropriate, or in the Company's best interests in order to carry out these resolutions.

**IN WITNESS WHEREOF**, the undersigned, being all the members of the Board of Managers, have executed this Unanimous Written Consent as of the date first written above. This Unanimous Written Consent may be signed in two or more counterparts, which may be delivered by facsimile or by email or other internet transmission or .pdf, .jpg, .tiff or other image files or other signature mechanism, each of which together shall be deemed an original, and all of which shall be deemed one instrument notwithstanding that all members of the Board of Managers have not signed the same counterpart.

**THE BOARD OF MANAGERS:**

**WILLIAM E. BERRY, JR.**

**SPENCER S. STILES**

PACKET 8.20 March 28, 2023

**J. ANDREW PIERCE**

**STRYKER PROPOSAL INSERTED HERE**
**Together with MODIFIED ProCARE PLAN TERMS**

stryker

# City of Midland 3yr. Prevent ProCare

Quote Number: 10617597

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT
Attn: KC Ward
kcward@midlandtexas.gov
(432) 685-7343

Quote Date: 12/01/2022

Expiration Date: 12/31/2022

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Dani St. Pierre

Email: dani.st.pierre@stryker.com

Phone Number:

| **Delivery Address** | | **End User - Shipping - Billing** | | **Bill To Account** | |
|---|---|---|---|---|---|
| Name: | CITY OF MIDLAND FIRE DEPT | Name: | CITY OF MIDLAND FIRE DEPT | Name: | CITY OF MIDLAND FIRE DEPT |
| Account #: | 1097292 | Account #: | 1097292 | Account #: | 1078120 |
| Address: | 1500 W WALL ST | Address: | 1500 W WALL ST | Address: | PO BOX 1152 |
| | MIDLAND | | MIDLAND | | MIDLAND |
| | Texas 79701-6526 | | Texas 79701-6526 | | Texas 79707-1152 |

## ProCare Products:

| # | Product | Description | Qty | Start Date | End Date | Sell Price | Total |
|---|---|---|---|---|---|---|---|
| 1.0 | 77307002 | ProCare Stair Chair Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel (AM) | 13 | 12/01/2022 | 11/30/2025 | $745.20 | $9,687.60 |
| 2.0 | 77307002 | ProCare Stair Chair Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel (AM) | 2 | 10/17/2023 | 11/30/2025 | $518.00 | $1,036.00 |
| 3.0 | 77501002 | ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage (AM) | 11 | 12/01/2022 | 11/30/2025 | $5,451.30 | $59,964.30 |
| 4.0 | 77101002 | ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel (AM) | 11 | 12/01/2022 | 11/30/2025 | $4,149.90 | $45,648.90 |
| 5.0 | 77101002 | ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel (AM) | 2 | 11/01/2023 | 11/30/2025 | $2,882.00 | $5,764.00 |
| 6.0 | 77101002 | ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel (AM) | 2 | 09/05/2024 | 11/30/2025 | $1,729.00 | $3,458.00 |

stryker

## City of Midland 3yr. Prevent ProCare

Quote Number: 10617597

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Prepared For: CITY OF MIDLAND FIRE DEPT
Attn: KC Ward
kcward@midlandtexas.gov
(432) 685-7343

Quote Date: 12/01/2022

Expiration Date: 12/31/2022

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Dani St. Pierre

Email: dani.st.pierre@stryker.com

Phone Number:

| # | Product | Description | Qty | Start Date | End Date | Sell Price | Total |
|---|---|---|---|---|---|---|---|
| 7.0 | 78000020 | ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage | 3 | 12/01/2022 | 11/30/2025 | $4,419.90 | $13,259.70 |

ProCare Total: $138,818.50

### Price Totals:

| | |
|---|---|
| Estimated Sales Tax (0.000%): | $0.00 |
| Freight/Shipping: | $0.00 |
| Grand Total: | $138,818.50 |

**Comments:**

3yr. Prevent ProCare Service Agreement

**Billing Frequency: Annual**
**2022 $42,968.16**
**2023 $46,196.16**
**2024 $49,654.18**

Serial Numbers attached on separate doc.

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

stryker

## City of Midland 3yr. Prevent ProCare

| | | | |
|---|---|---|---|
| Quote Number: | 10617597 | Remit to: | **Stryker Medical**<br>P.O. Box 93308<br>Chicago, IL 60673-3308 |
| Version: | 1 | | |
| Prepared For: | CITY OF MIDLAND FIRE DEPT<br>Attn: KC Ward<br>kcward@midlandtexas.gov<br>(432) 685-7343 | Rep:<br>Email:<br>Phone Number: | Dani St. Pierre<br>dani.st.pierre@stryker.com |
| Quote Date: | 12/01/2022 | | |
| Expiration Date: | 12/31/2022 | | |

AUTHORIZED CUSTOMER SIGNATURE

**Service Terms and Conditions:**
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of the **Service Contract #23002228 between the parties hereto, together with all attachments and exhibits thereto.**

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

# Purchase Order Form

stryker

| | |
|---|---|
| Account Manager | Ana Bentley |
| Cell Phone | (702) 326-7735 |

| | |
|---|---|
| **Purchase Order Date** | |
| **Expected Delivery Date** | |
| **Stryker Quote Number** | 10617597 |

| BILL TO | CUSTOMER # 1078120 |
|---|---|
| Company Name | CITY OF MIDLAND FIRE DEPT |
| Contact or Department | |
| Street Address | PO BOX 1152 |
| Addt'l Address Line | |
| City, ST ZIP | MIDLAND, TX 79707-1152 |
| Phone | |

| SHIP TO | CUSTOMER # 1097292 |
|---|---|
| Company Name | CITY OF MIDLAND FIRE DEPT |
| Contact or Department | |
| Street Address | 1500 W WALL ST |
| Addt'l Address Line | |
| City, ST ZIP | MIDLAND, TX 79701-6526 |
| Phone | |

Authorized Customer Initials _____

Authorized Customer Initials _____

| DESCRIPTION | QTY | TOTAL |
|---|---|---|
| | | |
| **Reference Quote:** 10617597 | 1 | $138,818.50 |
| | | |
| | | |
| | **TOTAL*** | $138,818.50 - |

**Accounts Payable Contact Information**

**Name:** _____

**Email:** _____

**Phone:** _____

**Authorized Customer Signature**

**Printed Name:** _____

**Title:** _____

**Signature:** _____

**Date:** _____

**Attachment:** **Stryker Quote Number** 10617597

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

*** Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote**

| Major Code Description | Serial Number | On ProCare Contract | Contract Number | End Date | Start | End |
|---|---|---|---|---|---|---|
| Stair Chairs | 1810010000178 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 1810010000179 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2007010000102 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2007010000103 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2007010000104 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2007010000105 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2007010000106 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2007010000107 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2110010000190 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2110010000191 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 2209010000110 | Active | 1271565 | 10/16/2023 | 10/17/2023 | 11/30/2025 |
| Stair Chairs | 2209010000111 | Active | 1271565 | 10/16/2023 | 10/17/2023 | 11/30/2025 |
| Stair Chairs | 070140383 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 120439673 | | | | 12/1/2022 | 11/30/2025 |
| Stair Chairs | 160940471 | | | | 12/1/2022 | 11/30/2025 |
| | | | | | | |
| Power Load | 2110012400324 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 1809003400421 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 2003012400340 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 2008012400005 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 2008012400034 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 2008012400054 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 2008012400060 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 2008012400132 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | 2110012400337 | | | | 12/1/2022 | 11/30/2025 |
| Power Load | TBD | | | | 12/1/2022 | 11/30/2025 |
| Power Load | TBD | | | | 12/1/2022 | 11/30/2025 |
| | | | | | | |
| Power Pro Xt | 1810003500771 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 2007003500099 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 2007003500102 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 2007003500103 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 2007003500104 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 2007003500105 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 2007003500106 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 2110003500107 | Active | 1206071 | 10/31/2023 | 11/1/2023 | 11/30/2025 |
| Power Pro Xt | 2110003500108 | Active | 1206071 | 10/31/2023 | 11/1/2023 | 11/30/2025 |
| Power Pro Xt | 2207020700111 | Active | 1271565 | 9/4/2024 | 9/5/2024 | 11/30/2025 |
| Power Pro Xt | 2207020700156 | Active | 1271565 | 9/4/2024 | 9/5/2024 | 11/30/2025 |
| Power Pro Xt | 120340046 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 150940573 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 1810003500040 | | | | 12/1/2022 | 11/30/2025 |
| Power Pro Xt | 80541005 | | | | 12/1/2022 | 11/30/2025 |
| | | | | | | |
| Lucas | 3521W878 | | | | 12/1/2022 | 11/30/2025 |
| Lucas | TBD | | | | 12/1/2022 | 11/30/2025 |
| Lucas | TBD | | | | 12/1/2022 | 11/30/2025 |

**ADDENDUM to Service Contract No 230002228 - ProCare - PRODUCT SERVICE PLAN AGREEMENT (Feb 2023)**

This Addendum and Service Contract 230002228, sets forth the entire Service contract and Product Service Plan ("Contract") between COMPANY Sales, LLC, through its Medical Division, hereinafter referred to as "COMPANY", and the City of Midland, TX ProCare Proposal, hereinafter, referred to as the "CITY". This is the entire Contract and no other oral modifications are valid.

**1. EQUIPMENT SCHEDULE CHANGES**

During the term of the Contract, upon each party's written consent, additional Equipment may be added to the Equipment Schedule. All additions are subject to the terms and conditions contained herein. The parties shall mutually agree that COMPANY shall adjust the charges and modify the Equipment Schedule to reflect any additions.

**2. INSPECTION SCHEDULING**

Service inspections will be scheduled in advance at a mutually agreed upon time. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with COMPANY. Such arrangements will include travel and other special charges at COMPANY's then current rates.

**3. INSPECTION ACTIVITY**

On each scheduled service inspection, COMPANY's Service Representative will inspect each available item of Equipment as required in accordance with COMPANY's then current maintenance procedures for said Equipment.

**4. CITY OBLIGATIONS**

CITY shall use commercially reasonable efforts to cooperate with COMPANY in connection with COMPANY's performance of the Services. CITY understands and acknowledges that COMPANY Service Representatives will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. CITY's personnel will refrain from requesting COMPANY Service Representatives to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, CITY policies, or the patient's informed consent. A refusal by COMPANY Service Representatives to engage in such activities shall not be a breach of this Contract. CITY consents to the presence of COMPANY Service Representatives in its operating rooms, where applicable, to allow COMPANY to provide Services under this Contract and represents that it will obtain all necessary consents from patients.

**5. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Contract and will continue in effect throughout the term of the Service Plan.

**6. INITIAL INSPECTION**

This Contract shall be applicable only to such Equipment as listed in the Equipment Schedule, which has been determined by a COMPANY's Representative to be in good operating condition upon his/her initial inspection thereof.



**7. MAINTENANCE INSPECTION**

THIS CONTRACT MAY INCLUDE PRODUCTS WHICH ARE BEYOND THEIR WARRANTY PERIOD

AND TESTED EXPECTED SERVICE LIFE. ANY SUCH PRODUCT WILL BE INSPECTED SOLELY TO DETERMINE IF THE PRODUCT MEETS THE OPERATIONS AND MAINTENANCE MANUAL GUIDELINES FOR THAT PARTICULAR PRODUCT AS OF THE DATE OF INSPECTION. DESPITE ANY SUCH INSPECTION, COMPANY MAKES NO CLAIMS OR ASSURANCES AS TO FUTURE PERFORMANCE, INCLUDING NO EXPRESS OR IMPLIED WARRANTY, FOR ANY PRODUCT WHICH WAS INSPECTED OUTSIDE OF ITS WARRANTY PERIOD OR BEYOND ITS TESTED EXPECTED SERVICE LIFE.

**8. WAIVER EXCLUSIONS**

No failure to exercise and no delay by COMPANY in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by COMPANY shall be deemed to be a waiver by COMPANY of any preceding or succeeding breach of the same or any other provision. No extension of time by COMPANY for performance of any obligations or other acts hereunder or under any other Contract shall be deemed to be an extension of time for performances of any other obligations or any other acts by COMPANY.

**9. LIMITATION OF LIABILITY**

IN NO INSTANCE WILL COMPANY BE LIABLE TO CITY FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS CONTRACT.

**10. FORCE MAJEURE**

Except for CITY's payment obligations, which may only be delayed and not excused entirely, neither party to this Contract will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, epidemic, pandemic, inability to obtain or shortage of material, parts, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

**11. WARRANTY OF NON-EXCLUSION**

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee. Each party also represents that if during the term of this Contract it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Contract in the event of the other party's exclusion from a federal or state health care program.

**12. COMPLIANCE**

COMPANY, as supplier/servicer, hereby informs CITY of CITY's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on CITY's Medicare cost

reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Contract (and each Service Plan) may constitute discounts on the purchase of Services. CITY represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, CITY and COMPANY agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of COMPANY hereunder, COMPANY further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Contract, COMPANY shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Contract and the books, documents and records of COMPANY that are necessary to verify the nature and extent of the costs charged to CITY hereunder. COMPANY further agrees that if COMPANY carries out any of the duties of this Contract through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. In performance of this Contract, COMPANY shall also comply with all applicable state and federal regulations, including but not limited to discrimination laws.

**13. HIPAA; DATA**

(a) COMPANY is not a "business associate" of CITY, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Contract, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

(b) CITY acknowledges and agrees that COMPANY may use any data arising from or related to the performance or use of the Equipment or Services.

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

2 08/05/2022

BOIL0074-003 01/01/2021

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 29.47 | 24.10 |

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane | $ 32.85 | 13.10 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above | $ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under | $ 32.35 | 13.10 |

* IRON0084-011 06/01/2022

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 26.76 | 7.88 |

PLUM0404-001 09/01/2020

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 26.05 | 8.81 |

* SUTX2014-037 07/21/2014

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 20.00 | 0.00 |
| CARPENTER | $ 13.82 ** | 0.00 |
| CEMENT MASON/CONCRETE FINISHER | $ 13.76 ** | 0.00 |
| ELECTRICIAN | $ 23.18 | 6.31 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) | $ 19.77 | 7.13 |
| IRONWORKER, REINFORCING | $ 12.27 ** | 0.00 |
| IRONWORKER, STRUCTURAL | $ 22.16 | 5.26 |
| LABORER: Common or General | $ 11.80 ** | 0.00 |
| LABORER: Mason Tender - Brick | $ 11.38 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete | $ 10.58 ** | 0.00 |
| LABORER: Pipelayer | $ 12.49 ** | 2.13 |
| LABORER: Roof Tearoff | $ 11.28 ** | 0.00 |
| OPERATOR: | | |

| | | | |
|---|---|---|---|
| Backhoe/Excavator/Trackhoe. | $ 14.25 | ** | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader. | $ 13.93 | ** | 0.00 |
| OPERATOR: Bulldozer. | $ 18.29 | | 1.31 |
| OPERATOR: Drill. | $ 16.22 | | 0.34 |
| OPERATOR: Forklift. | $ 14.83 | ** | 0.00 |
| OPERATOR: Grader/Blade. | $ 13.37 | ** | 0.00 |
| OPERATOR: Loader. | $ 13.55 | ** | 0.94 |
| OPERATOR: Mechanic. | $ 17.52 | | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete). | $ 16.03 | | 0.00 |
| OPERATOR: Roller. | $ 12.70 | ** | 0.00 |
| PAINTER (Brush, Roller, and Spray). | $ 15.00 | | 0.73 |
| PIPEFITTER. | $ 25.80 | | 8.55 |
| ROOFER. | $ 14.75 | ** | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only). | $ 22.73 | | 7.52 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation. | $ 19.50 | | 0.00 |
| TILE FINISHER. | $ 11.22 | ** | 0.00 |
| TILE SETTER. | $ 14.74 | ** | 0.00 |
| TRUCK DRIVER: Dump Truck. | $ 12.39 | ** | 1.18 |
| TRUCK DRIVER: Flatbed Truck. | $ 19.65 | | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck. | $ 12.50 | ** | 0.00 |
| TRUCK DRIVER: Water Truck. | $ 12.00 | ** | 4.11 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**ProCare® Services**
3800 E. Centre Ave.
Portage MI 49002 USA
1 800 STRYKER
stryker.com

| | |
|---|---|
| **To:** | Whom it may concern |
| **Subject:** | Emergency Care parts and service |
| **Date:** | January 2023 |

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Stryker employs its own field service team (known as ProCare Services) to service its products and only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD powered fastener system
- Power-PRO 2 powered ambulance cot
- Power-PRO XT powered ambulance cot
- Stair-PRO
- LUCAS 3, v3.1 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus defibrillator/LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, U.S. and Redmond, WA, U.S. Calibration and training records are available upon request.

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LIFEPAK, LIFEPAK CR, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders.

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# City Council Meeting

**Item Number:** 9

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AWARDING A THREE YEAR CONTRACT FOR A CITYWIDE INTERNET SERVICE PROVIDER TO FIBER PLATFORM LLC, D/B/A UNITE PRIVATE NETWORKS, LLC, FOR A TOTAL COST NOT TO EXCEED $385,272.00 (DISTRICT: NONE) (GENERAL SERVICES)

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**Purpose:**

Resolution awarding an agreement for a Citywide Internet Service Provider for the Information Technology Services Department to Fiber Platform LLC, dba Unite Private Networks (UPN) for a total cost of $385,272.00 for three (3) years.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding of $128,424.00 for implementation is available in the FY2023 General Fund operating budget ($114,624.00) and the Airport Fund operating budget ($13,800.00). $256,848.00 will be available and paid from the Technology Fund operating budget as each yearly payment is due.

**Discussion:**

Motion 071-2022 authorized the City Manager or the City Manager's designee to advertise a request for proposals for the Citywide Internet Service Provider for Information Technology Services Department. Twenty-seven (27) proposals were issued. Three (3) proposals were received. Staff recommends awarding an agreement to Fiber Platform LLC, dba Unite Private Networks, LLC. The agreement will provide communications for multiple City facilities including the main datacenter, Airport, Internet Access for WIFI at City and Park Facilities, and connectivity for a virtual private network for all mobile communication needs. This includes employees working remotely in public safety and public works. Please see the attached memo from Jennifer

Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding an agreement for a Citywide Internet Service Provider for the Information Technology Services Department to Fiber Platform LLC, dba Unite Private Networks (UPN) of Lubbock, Texas for a total cost of $385,272.00 for three (3) years.

Tina Dawg

City Manager's Office

**DATE:** February 14, 2023

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Jennifer Frescaz, Chief Information Officer

**SUBJECT:** Consider a resolution awarding a contract for Citywide Internet Services to Unite Private Networks.

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Consider a resolution awarding a contract for Citywide Internet Service Provider to Unite Private Networks (UPN).

The RFP 23001159R solicited proposals from interested vendors who could provide high-speed and reliable internet connectivity to several City of Midland Facilities. ITSD reviewed each proposal based on various criteria, such as cost, network reliability, service level agreements, customer support, and vendor experience.

We received three proposals from AT&T, Astound, and Unite Private Networks (UPN). After careful consideration, Unite Private Networks demonstrated the ability to meet the specified requirements and offered the best value for money. UPN has a proven track record of delivering high-quality internet services, excellent customer service, and a robust network infrastructure that meets the needs of the City of Midland. ITSD has confidence in the vendor's ability to provide reliable and uninterrupted internet connectivity to the City and will work closely with the vendor to ensure a smooth transition and implementation.

The cost of all Internet services from Unite Private Networks will result in a monthly recurring charge of $10,702.00, of which the Airport will pay $1,150.00 per month for Guest WIFI.

The contract is for three years, and the total annual cost is $128,424.00. The services cost is budgeted within ITSD Administration budget and the Airport operating budget fund.

**RESOLUTION NO. _____**

**RESOLUTION AWARDING A THREE YEAR CONTRACT FOR A CITYWIDE INTERNET SERVICE PROVIDER TO FIBER PLATFORM LLC, D/B/A UNITE PRIVATE NETWORKS, LLC, FOR A TOTAL COST NOT TO EXCEED $385,272.00**

**WHEREAS,** Motion 071-2022 authorized the City Manager or the City Manager's designee to advertise a request for proposals for a citywide internet service provider; and

**WHEREAS**, the most advantageous proposal was submitted by Fiber Platform LLC, d/b/a Unite Private Networks, LLC; and

**WHEREAS**, the City Council finds the amount proposed by Fiber Platform LLC, d/b/a Unite Private Networks, LLC to be fair and reasonable; and

**WHEREAS,** the City Council finds it to be in the public interest to award a contract to Fiber Platform LLC, d/b/a Unite Private Networks, LLC to provide citywide internet service;

**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 three year contract with Fiber Platform LLC, d/b/a Unite Private Networks, LLC to provide said citywide internet service for a total cost not to exceed $385,272.00. Said contract shall be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION TWO.** That the funding of $128,424.00 for implementation is available in the FY2023 General Fund operating budget ($114,624.00) and the Airport Fund operating budget ($13,800.00). $256,848.00 will be available and paid from the Technology Fund operating budget as each yearly payment is due.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Fiber Platform LLC, d/b/a Unite Private Networks, LLC from available funds 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2023\Contracts\Award Contract - Citywide Internet Service Provider.wpd

# City of Midland
## 23001159R RFP Data Network & Internet Services

| | Bidders | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | AT&T - $16,464.66 | | | | | | UNITE FIBER - $10,702.00 | | | | | | ASTOUND - $13,465.00 | | | | | |
| Evaluation Criteria | 1.1.1 | 1.1.2 | 1.1.3 | 1.1.4 | 1.1.5 | 1.1.6 | 1.1.1 | 1.1.2 | 1.1.3 | 1.1.4 | 1.1.5 | 1.1.6 | 1.1.1 | 1.1.2 | 1.1.3 | 1.1.4 | 1.1.5 | 1.1.6 |
| Points: | 15 | 20 | 15 | 15 | 15 | 20 | 15 | 20 | 15 | 15 | 15 | 20 | 15 | 20 | 15 | 15 | 15 | 20 |
| Evaluator 1 | 15 | 20 | 10 | 9 | 15 | 13 | 10 | 15 | 15 | 12 | 12 | 20 | 15 | 20 | 13 | 5 | 15 | 14 |
| Evaluator 2 | 15 | 10 | 10 | 10 | 15 | 8 | 15 | 20 | 15 | 12 | 12 | 20 | 15 | 18 | 10 | 10 | 15 | 10 |
| Average | 15 | 15 | 10 | 9.5 | 15 | 10.5 | 12.5 | 17.5 | 15 | 12 | 12 | 20 | 15 | 19 | 11.5 | 7.5 | 15 | 12 |
| Total | AT&T - $16,464.66 | | | | | 75.00 | UNITE FIBER - $10,702.00 | | | | | 89.00 | ASTOUND - $13,465.00 | | | | | 80.00 |

| | |
|---|---|
| 1.1.1. | Company Services Qualifications - 15% |
| 1.1.2. | Ability to meet SLA - 20% |
| 1.1.3. | Adherence to Required and Optional Contract Terms - 15% |
| 1.1.4. | Implementation Plan - 15% |
| 1.1.5. | Technical Abilities - 15% |
| 1.1.6. | Cost Analysis - 20% |

**DATA NETWORK & SERVICES AGREEMENT**
**23001159R**

**THIS AGREEMENT** is made and effective the 29th day of March 2023, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Fiber Platform, LLC dba Unite Private Networks, LLC ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Data Network & Internet Services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

## ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $385,272.00 set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY 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 three (3) years from commencement of services, as described in more detail within Exhibit A, unless the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

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

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate;

provided, however, that COMPANY may make copies of the Instruments of Service for its files.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

## ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

Employers' Liability: $500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle 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 Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services 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 that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert

inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

## ARTICLE X. ATTORNEY FEES

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

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

**COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE**

**OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

## ARTICLE XIII. RELEASE

**EXCEPT ANY CLAIMS, DAMAGES, OR CAUSES OF ACITON ARISING OUT OF CITY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONTRACT, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE AGAINST CITY, CITY'S EMPLOYEES, AND OFFICERS.**

## ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be

deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

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

If to COMPANY: Fiber Platform, LLC dba Unite Private Networks, LLC
1511 Baltimore, 2nd Floor
Kansas City, MO 64108

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

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

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

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect.

CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

## ARTICLE XV. INDEMNITY

**COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

**COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER**

**TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

*[Signature Page(s) Follows]*

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Fiber Platform, LLC dba Unite Private Networks, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 2023.

_____
Notary Public, State of Texas

# Exhibit A

## Service Schedule (Company ID: 40289)

| Contact Information | | | |
|---|---|---|---|
| **Unite Private Networks, LLC ("Company" or "UPN")** | | **City of Midland ("City" or "Customer")** | |
| **COMPANY CONTACT:** | Kathy Roquemore | **COMPANY CONTACT:** Jennifer Frescaz | |
| **EMAIL:** | kathy.roquemore@upnfiber.com | **EMAIL:** | |
| **REMITTANCE ADDRESS:** | Unite Private Networks, LLC<br>120 W 12th St, Floor 11<br>Kansas City, MO 64105 | **BILLING ADDRESS:** | |

| Service Type and Term | |
|---|---|
| Order Type: | New |
| UPN ID Number(s): | 40289 |
| Service Type(s): | Ethernet Internet Access (EIA)<br>Ethernet Private Line (EPL) |
| Initial Service Order Term: | 36 months |

**Service and Pricing Schedule**

| Type | Service | Monthly Recurring Charge | Non-Recurring Charge |
|---|---|---|---|
| New | Circuit 1: 10 Gbps EIA | $2,795.00 | $0.00 |
| | /25 IPv4 Addresses | $384.00 | $0.00 |
| New | Circuit 2: 5 Gbps EIA | $1,750.00 | $0.00 |
| | /28 IPv4 Addresses | $48.00 | $0.00 |
| New | Circuit 3: 100 Mbps EIA | $350.00 | $0.00 |
| | /30 IPv4 Addresses | $0.00 | $0.00 |
| New | Circuit 4: 100 Mbps EIA | $350.00 | $0.00 |
| | /30 IPv4 Addresses | $0.00 | $0.00 |
| New | Circuit 5: 2 Gbps EIA | $1,150.00 | $0.00 |
| | /27 IPv4 Addresses | $96.00 | $0.00 |
| New | Circuit 6: 1 Gbps EIA | $715.00 | $0.00 |
| | /30 IPv4 Addresses | $0.00 | $0.00 |
| New | Circuit 7: 1 Gbps EIA | $715.00 | $0.00 |
| | /30 IPv4 Addresses | $0.00 | $0.00 |
| New | Circuit 8: 1 Gbps EPL | $575.00 | $0.00 |
| New | Circuit 9: 5 Gbps EIA | $1,750.00 | $0.00 |
| | /29 IPv4 Addresses | $24.00 | $0.00 |
| | **Total =** | **$10,702.00** | **$0.00** |

**Acknowledgements:** City acknowledges and agrees that the services ("Services") provide to City in this Exhibit A will not be accessible to City other than at the Points of Demarcation. The Services are described in more detail within the Circuit Details section below.

**IP Addresses**: City understands that one (1) of the useable IPv4 addresses in each IPv4 address block listed above may need to be reserved, leaving one (1) fewer useable IPv4 address for City.

**Term:** The term of this Agreement shall commence upon installation of all Services described herein and continue for an initial term of thirty-six (36) months ("Initial Term"). Thereafter, optional renewals are available in accordance with Article IV of the Agreement.

**Points of Demarcation:** The point of demarcation at each location shall be Company's existing point of demarcation on the premises. In the event City requires a point of demarcation extension, additional costs may apply. City shall be responsible for all cross connects. City shall ensure Company has all necessary access and permission to enter the service locations in order to install, provide, and maintain the Services. City shall also ensure Company has adequate space and power on the premises to support the Services.

**Installation**: Company shall issue a service commencement letter ("SCL") upon installation of a Service. Upon commencement of all Services described herein, the Initial Term shall begin.

**Maintenance**: Company shall perform all routine and emergency maintenance related to the Services between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact. Notwithstanding the preceding, Company may perform maintenance at any time for purposes such as restoration of continuity to a severed or partially-severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Services or Company's network.

**Changes**: This Agreement specifically contemplates the City adding to or changing Services. Changes to the Services may involve changes to monthly and/or non-recurring charges. Unless otherwise agreed upon, changes and additions to the Services will not impact the Term.

**Payment Terms**: City agrees to pay all undisputed charges by ACH or wire transfer of immediately available funds to the account designated by Company, unless otherwise agreed to by City and Company in writing. All undisputed charges shall be paid by City within thirty (30) calendar days following receipt of an invoice from Company. Company understands the City maintains a certain tax-exempt status. Taxes and regulatory fees applicable to the Services, to the extent the City is not exempt from such taxes or fees, shall be passed through to City.

**Acceptable Use**: City shall comply with all relevant laws and regulations pertaining to the Services. In addition, City agrees to conform its use of the Services to Company's Acceptable Use Policy available at www.uniteprivatenetworks.com/acceptable-use-policy/.

**Interstate Traffic**: If Customer is receiving a private line service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the private line provided by UPN. Customer shall notify UPN if the Customer's average usage exceeds this ten percent (10%) threshold.

# Exhibit A

Service Schedule (Company ID: 40289)

**Circuit Details**

| Circuit 1 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Police Department |
| Address | 1950 N Stemmons Fwy | Address | 601 N Loraine St |
| | Dallas, TX 75207 | | Midland, TX 79701 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

| Circuit 2 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Police Department |
| Address | 1950 N Stemmons Fwy | Address | 601 N Loraine St |
| | Dallas, TX 75207 | | Midland, TX 79701 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

| Circuit 3 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Police Department |
| Address | 1950 N Stemmons Fwy | Address | 601 N Loraine St |
| | Dallas, TX 75207 | | Midland, TX 79701 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

| Circuit 4 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Police Department |
| Address | 1950 N Stemmons Fwy | Address | 601 N Loraine St |
| | Dallas, TX 75207 | | Midland, TX 79701 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

| Circuit 5 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Midland Airport |
| Address | 1950 N Stemmons Fwy | Address | 9506 La Force Blvd |
| | Dallas, TX 75207 | | Midland, TX 79706 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

| Circuit 6 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Fire Station 5 |
| Address | 1950 N Stemmons Fwy | Address | 2210 W Golf Course Rd |
| | Dallas, TX 75207 | | Midland, TX 79701 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

# Exhibit A

Service Schedule (Company ID: 40289)

| Circuit 7 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Fire Station 11 |
| Address | 1950 N Stemmons Fwy | Address | 6600 Briarwood Ave |
| | Dallas, TX 75207 | | Midland, TX 79707 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

| Circuit 8 - Ethernet Private Line | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Police Station | Site Name | Midland Airport |
| Address | 601 N Loraine St | Address | 9506 La Force Blvd |
| | Midland, TX 79701 | | Midland, TX 79706 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

| Circuit 9 - Ethernet Internet Access | | | |
|---|---|---|---|
| **Location A** | | **Location Z** | |
| Site Name | Equinix | Site Name | Astound Stadium |
| Address | 1950 N Stemmons Fwy | Address | 801 N Loop 250 W |
| | Dallas, TX 75207 | | Midland, TX 79703 |
| Point of Demarcation | Existing UPN Demarc | Point of Demarcation | Existing UPN Demarc |

Exhibit 'A'

# Data Network and Internet Services Solution Proposal

Response to: RFP #23001159R

for

Data Network and Internet Services

Presented by:
**Unite Private Networks**
Kathy Roquemore
Account Director

## Table of Contents


| | Page |
|---|---|
| Cover Letter | 3 |
| Request for Proposal | 4 |
| *Section 3* | *16* |
| *Section 4* | *22* |
| Addendum # 1 | 48 |
| Addendum # 2 | 51 |
| Addendum # 3 | 52 |
| Cost Summary | 53 |
| Requested Attachments | 54 |
| *Proposed Project Scope* | *54* |
| *Service Level Agreement* | *64* |
| *Additional Responses* | *66* |
| *References* | *67* |
| *Conflict of Interest Questionnaire* | *68* |
| *Affidavit of Eligibility* | *71* |
| Signed Execution of Offer | 72 |


Audited Financials – Submitted Separately

This proposal response includes data that shall not be duplicated, used, or disclosed other than to evaluate this proposal. If a contract is awarded to Unite Private Networks as a result of or in connection with this submission, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in this data if it is obtained from another source without restriction. All data contained in this document, including all its attachments, are subject to this restriction. Notwithstanding the foregoing, UPN understands that this data may be subject to a request under the Freedom of Information Act or applicable state law. In that event, UPN requests advance notice prior to the production of any materials contained in this proposal.

Kathy Roquemore
Account Director
4701 S Loop 289
Lubbock, Texas 79424
(806)549.9653
kathy.roquemore@upnfiber.com

City Secretary
City of Midland
300 N. Loraine, Suite 340
Midland, Texas 79701

Re: RFP 23001159R Data Network and Internet Services

Dear City Secretary,

Unite Private Networks, LLC (UPN) is pleased to provide The City of Midland with this comprehensive Data Network & Internet Services proposal in response to RFP 23001159R.

UPN has nearly twenty-five (25) years of experience providing fiber infrastructure, ethernet, and internet access services to schools, libraries, hospitals, healthcare facilities, and other businesses. We work with customers to provide reliable, scalable, high-capacity bandwidth in a cost-effective manner. We provide these services while working successfully with customers that seek federal, state, or other public funding. We help our customers secure a virtually unlimited supply of something vital to their operations – bandwidth, with the ability to add as much as technology can provide and the operation can consume for a fixed cost with a simple equipment upgrade.

UPN brings unmatched experience in the deployment and operation of dedicated fiber networks. UPN's fiber-optic network is built on a backbone that provides optimized and unparalleled uptime, download speed, and ping. Our solution is turn-key, consisting of engineering, permitting, construction, electronics, and maintenance. With our experience and knowledge, we can ensure smooth implementation and a successful project.

UPN's solution will provide the City of Midland with a dedicated private Metro Optical Ethernet (MOE) ring. This MOE ring is sized to provide dedicated bandwidth at each location at the requested speeds with no oversubscription. This design supports Ethernet Private Line, Ethernet Internet Access, and the entire UPN portfolio of lit services. The design also provides the ability to easily implement increased bandwidth requests for the City of Midland. The proposed ring is totally segregated from other UPN rings and customers.

Please email me at kathy.roquemore@upnfiber.com or call (806) 549-9653 if I can answer any questions or be of further assistance.

Best regards,

Kathy Roquemore

***Kathy Roquemore***
Account Director

# Request for Proposals

## RFP 23001159R

**for**

Data Network & Internet Services

***Proposals for this requirement will be accepted until 2:00 P.M. on February 10, 2023.***

**Proposals May be Mailed or Delivered to: City Secretary**
**City of Midland Suite 340**
**P.O. BOX 1152**
**Midland, Texas 79702-1153**
**(300 N. Loraine, Suite 340 Midland, TX 79701)**

## No Late Proposals Will Be Accepted

**NOTICE TO PROPOSERS:**

1. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
2. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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
3. COMPLIANCE. – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, ET SEQ., AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, ET SEQ., AS AMENDED.

## See Section 1.9 for Pre-proposal Meeting Information

# TABLE OF CONTENTS


Page

SCHEDULE OF EVENTS ..... iii
Special Terms and Conditions ..... iv
1. General Information ..... 1
2. Proposal Waivers ..... 5
3. Scope Of Project ..... 6
4. Requirements ..... 8
5. Vendor Qualifications ..... 17
6. Evaluation Process ..... 17
7. Proposal Contents ..... 18
8. TEXAS PUBLIC INFORMATION ACT ..... 18
EXECUTION OF OFFER ..... 19

# SCHEDULE OF EVENTS

RFP 23001159R

For

Date Network & Internet Services

| Event | Date* |
|---|---|
| RFP Released | December 13, 2022 |
| Announcements distributed | December 13, 2022 |
| Deadline for Receipt of Announcement/requests for RFP | N/A |
| Pre-proposal Conference | January 10, 2023 |
| Cutoff Date for inquiries and clarification | January 27, 2023 |
| Proposal Due Date | February 10, 2023 |
| Notification of Vendor Interviews / Product Demonstrations | February 16, 2023 |
| Present Recommendation to Council for Consideration (if BAFO is NOT required) | February 28, 2023 |
| Call for Best and Final Offers (if required) | March 1, 2023 |
| Final Offer Due Date (if required) | March 9, 2023 |
| Present Recommendation to Council for Consideration (if BAFO is required) | March 28, 2023 |
| Intended Date for Contract Award | March 28, 2023 |

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

# SPECIAL TERMS AND CONDITIONS

## Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.

2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.

3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.

4. Late proposals will not be accepted under any circumstances.

5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number **27-3483570** or Sole owner should enter SSN _____-__-_____.

6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.

7. Telephone proposals are not acceptable when in response to an RFP.

## Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

UPN understands and will comply.

# 1. GENERAL INFORMATION

## 1.1. INTRODUCTION

The City of Midland Information Systems Department (hereinafter referred to as "the City") is pleased to invite you to submit a proposal to support existing, and expand upon, the City's Data Network & Internet Services as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

UPN understands and will comply.

## 1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

UPN understands and will comply.

## 1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

UPN understands and will comply.

## 1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

UPN understands and will comply.

## 1.5. AWARD

**1.5.1. 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.**

UPN understands and will comply.

## 1.6. TRADE SECRETS

**1.6.1. All information received in response to this RFP will be available to the public except for:**

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the department.

**1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.**

1.6.2.1. The proposal may not contain trade secret matter in the cost or price.

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

**1.6.3. Documents not meeting all the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.**

UPN understands and will comply.

## 1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

UPN understands and will comply.

## 1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

**1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.**

UPN understands and will comply.

## 1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted via ZOOM, Meeting ID: 835 6656 9979 Passcode: 000658 on Tuesday, January 10, 2023 at 1:00 PM. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

UPN understands and will comply.

## 1.10. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

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

UPN understands and will comply.

## 1.11. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

UPN understands and will comply.

## 1.12. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

UPN understands and will comply.

## 1.13. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply.

UPN understands and will comply.

## 1.14. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror's cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Special incentives (implementation credits, setup fee waivers, etc.) should be highlighted in your response as additional items on the cost summary sheet.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

UPN understands and will comply.

## 1.15. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

UPN understands and will comply.

## 1.16. SUBMITTING A SEALED PROPOSAL

### 1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original, 2 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.16.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

**1.16.2. Each Offeror who submits a proposal represents that:**

1.16.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.16.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.16.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

**1.16.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.**

**1.16.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission,** or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

UPN understands and will comply.

## 1.17. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

a) waive any formality;
b) cancel or terminate this RFP;
c) reject any or all proposals received in response to this document;
d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

UPN understands and will comply.

## 1.18. BONDING REQUIREMENTS

Intentionally omitted.

UPN understands and will comply.

## 1.19. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Midland, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

UPN understands and will comply.

## 1.20. SUBCONTRACTING

**1.20.1.** **The successful offeror will be the Prime Contractor and shall be responsible,** in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

**1.20.2.** **The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents** and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

UPN understands and will comply. UPN will utilize FiberTex LLC as a subcontractor to assist with any new construction needed to implement services. UPN understands and agrees that UPN will be responsible to the City for all work performed by a subcontractor.

## 1.21. INSURANCE REQUIREMENTS

See Contract or Agreement

UPN understands and will comply.

## 1.22. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

UPN understands and will comply.

## 1.23. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

UPN understands and will comply.

## 1.24. CONTRACT PROVISIONS AND TERMS

### 1.24.1. Contract Execution

1.24.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

### 1.24.2. Terms and Conditions

A proposed contract for services should be included with the offeror's response as an addendum. The contract must include all terms as spelled out in this RFP including, but not limited to:

- 1.24.4 Initial Contract(s) Term
- 1.24.5 Contract Extension price reduction option
- 1.24.6 Escalation limitations

- 4.1 Service Requirements
- 4.2 Contractual Requirements

  The City's sample contract has been included within this proposal. UPN responses can be found on page 65. UPN has previously worked with the City to implement minor changes to the City's contract language and intends to work with the City to accomplish similar changes upon award of this project.

### 1.24.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

UPN has previously worked with the City to implement minor changes to the City's contract language and intends to work with the City to accomplish similar changes upon award of this project.

**1.24.4. The initial contract(s) term** is for a period of Three (3) years. Renewals of the contract may be made at One (1) year intervals, not to exceed a total of (7) seven years, at the City's option.

### 1.24.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

### 1.24.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982- 84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

UPN understands and will comply.

# 2. PROPOSAL WAIVERS:

**2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR 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 PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.**

UPN understands and will comply.

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

UPN understands and will comply.

2.3. **THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.**

UPN understands and will comply.

2.4. **WAIVER:**

2.5. **BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR 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:**

2.5.1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**

2.5.2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**

2.5.3. **ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**

2.5.4. **AWARD OF THE CONTRACT.**

UPN understands and will comply.

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

UPN understands and will comply.

**2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.**

UPN understands and will comply.

# 3. SCOPE OF PROJECT

The focus of this RFP is to identify a core vendor(s) that will provide cost-effective and diversified enterprise-class internet access (multiple Internet speed options) to existing and new City locations as defined in Appendix A. The City will consider options to migrate services to one or more vendors that provide the best value as defined by the requirements in this RFP.

The City may choose to select more than one vendor based on pricing and service availability each specific location. It is the City's desire to have a single or dual source selection, but exceptions will be made, if necessary, to ensure quality service is available at all locations.

More specifically, the City is looking for a vendor(s) that will:

3.1. Work with City of Midland Information Technology staff and its current Vendor(s) to migrate from the incumbent's circuits to the vendor's circuits, which may be scheduled during non- business hours (may be evenings and/or weekends) with no disruption to services. This may entail a ramp-up approach to test and accelerate the cut-over.

UPN will work directly with Midland Information Technology staff and any other individual or individuals so designated by Midland IT to migrate services from existing circuits to UPN provided services. UPN personnel will coordinate with Midland IT to schedule testing/turn up and cutover of circuits (including evenings and/or weekends) as desired by City of Midland to avoid any disruptions of service.

3.2. Provide their own premise equipment at no charge to including any monitoring devices. Vendor is required to monitor the performance of their premise equipment.

UPN will provide carrier class switches at all City locations (where UPN lit services are provided) to hand-off circuits and act as the provider edge (PE) device. These switches are configured, managed, monitored, and maintained by Unite Private Networks and will be the line of demarcation for UPN. The UPN provided premise equipment consists of a 2-3RU UPS Battery Backup (if desired), a 1RU fiber splice tray, and 1RU UPN Managed Cisco switch or industry leading carrier-grade equivalent. These are all provided at no additional charge, which also includes the monitoring of services. Specifically, regarding this design, Unite Private Networks would utilize Cisco platform series switches accompanied with Veritiv lithium uninterruptible power supplies.

3.3. Ensure all installed vendor owned hardware containing software and firmware has, for security and performance purposes, the latest version applied to all components. Vendor is required to maintain the hardware with the then latest version of software and firmware throughout the life of the agreement. If latest software and/or firmware cannot be applied due to programming issues and/or known vulnerabilities, the proposer must provide a written explanation of these issues prior to completion of this project.

UPN utilizes tested and proven software versions that are best suited for our delivered services, which may not always be the latest version that is newly available. We constantly review any potential vulnerabilities and rapidly take appropriate actions if needed.

3.4. Coordinate all work with City staff and designated support teams.

UPN personnel will coordinate all work with City staff and its designated support teams. The City will be assigned their own Project Manager as a single point of contact for all coordination throughout the order/installation process.

3.5. Schedule work during times that will not affect the operation of City services, which will necessitate evening and week-end hours

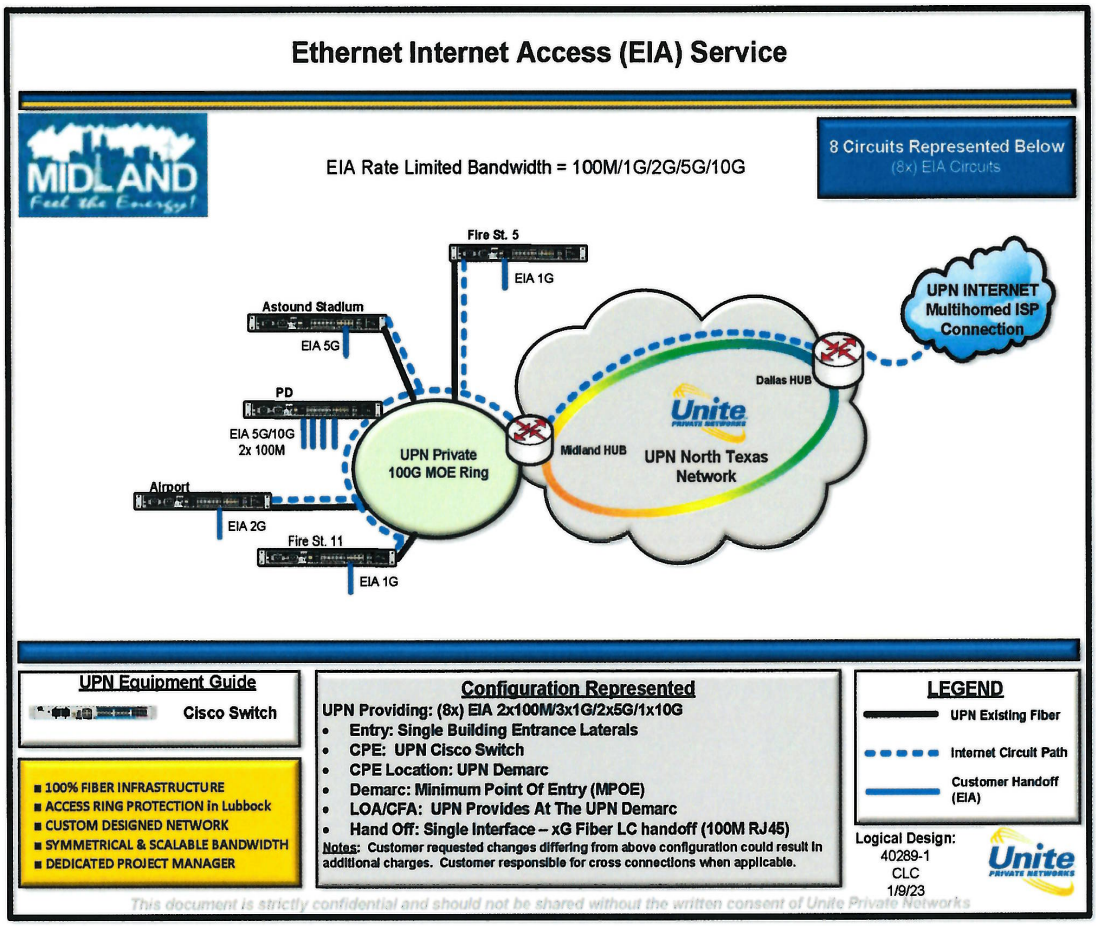
UPN will work with City designated personnel/teams to determine mutually agreed upon times to schedule work as required.

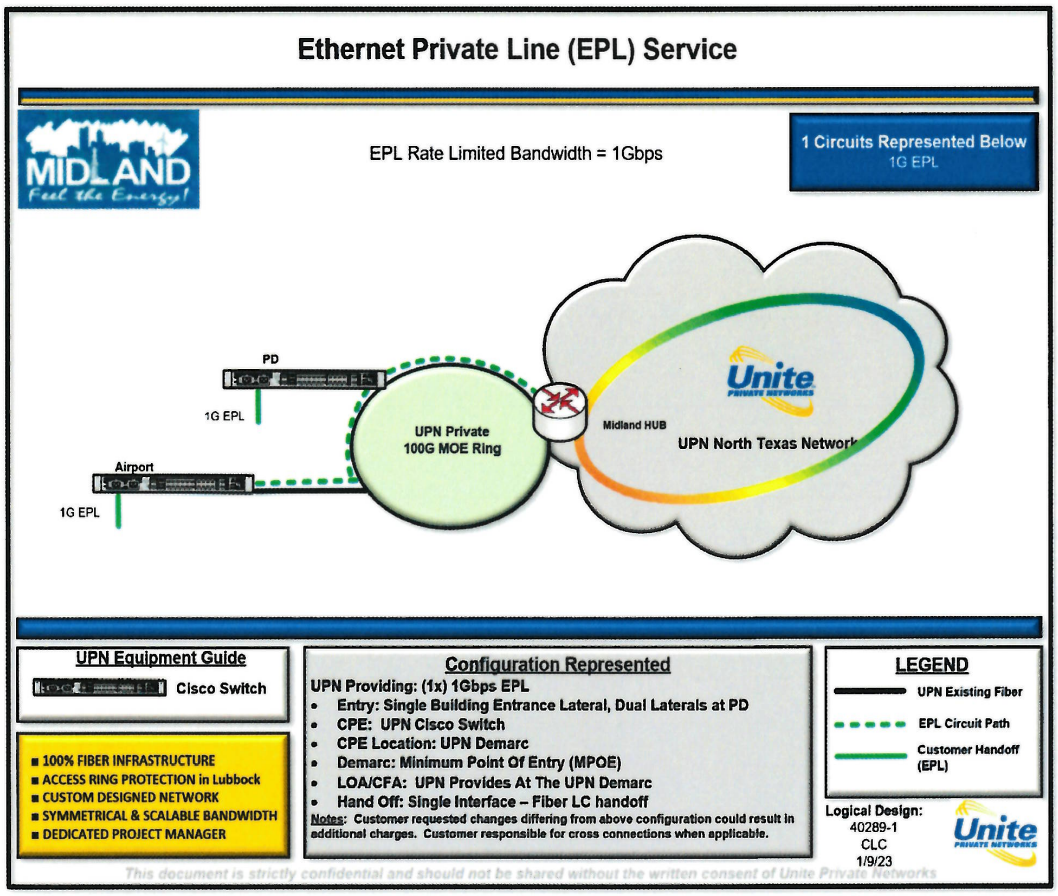
3.6. Detail their methodology for providing detection and protection against DoS and DNS attacks at no additional charge to the City.

UPN can provide supplemental Clean Pipe DDoS protection for a fee based on safeguard levels required. If interested, please refer to the UPN's Scope of Project for further information. UPN would need additional information to provide rates for DDoS mitigation. While UPN does not host or manage DNS directly, UPN operates and maintains recursive and reverse look-up servers.

3.7. Guarantee bandwidth leased by City is dedicated solely to the City from the defined demarcation points. Vendor to provide customer bandwidth allocation and network design strategies employed to mitigate oversubscription.

UPN's designed solution will provide the City with a **dedicated** private Metro Optical Ethernet ring. This MOE ring is sized to provide dedicated bandwidth at each location at the requested speeds with no oversubscription. This design supports EPL private line, EIA internet, and the entire UPN portfolio of lit services. The design also provides the ability to easily implement increased bandwidth requests for the city. The proposed ring is completely segregated from other UPN rings and customers.


Ethernet Internet Access (EIA) Service
MIDLAND
Feel the Energy!
EIA Rate Limited Bandwidth = 100M/1G/2G/5G/10G
8 Circuits Represented Below
(8x) EIA Circuits
Fire St. 5
EIA 1G
Astound Stadium
EIA 5G
PD
EIA 5G/10G
2x 100M
Airport
EIA 2G
Fire St. 11
EIA 1G
UPN Private
100G MOE Ring
Midland HUB
Dallas HUB
UPN North Texas
Network
UPN INTERNET
Multihomed ISP
Connection
UPN Equipment Guide
Cisco Switch
100% FIBER INFRASTRUCTURE
ACCESS RING PROTECTION in Lubbock
CUSTOM DESIGNED NETWORK
SYMMETRICAL & SCALABLE BANDWIDTH
DEDICATED PROJECT MANAGER
Configuration Represented
UPN Providing: (8x) EIA 2x100M/3x1G/2x5G/1x10G
Entry: Single Building Entrance Laterals
CPE: UPN Cisco Switch
CPE Location: UPN Demarc
Demarc: Minimum Point Of Entry (MPOE)
LOA/CFA: UPN Provides At The UPN Demarc
Hand Off: Single Interface – xG Fiber LC handoff (100M RJ45)
Notes: Customer requested changes differing from above configuration could result in additional charges. Customer responsible for cross connections when applicable.
LEGEND
UPN Existing Fiber
Internet Circuit Path
Customer Handoff (EIA)
Logical Design:
40289-1
CLC
1/9/23
This document is strictly confidential and should not be shared without the written consent of Unite Private Networks




3.8. Not throttle or filter traffic unless directed by the City of Midland to do so. All TCP/UDP ports will be open (i.e., HTTP, HTTPS, MPLS, SD-WAN, and VPN).

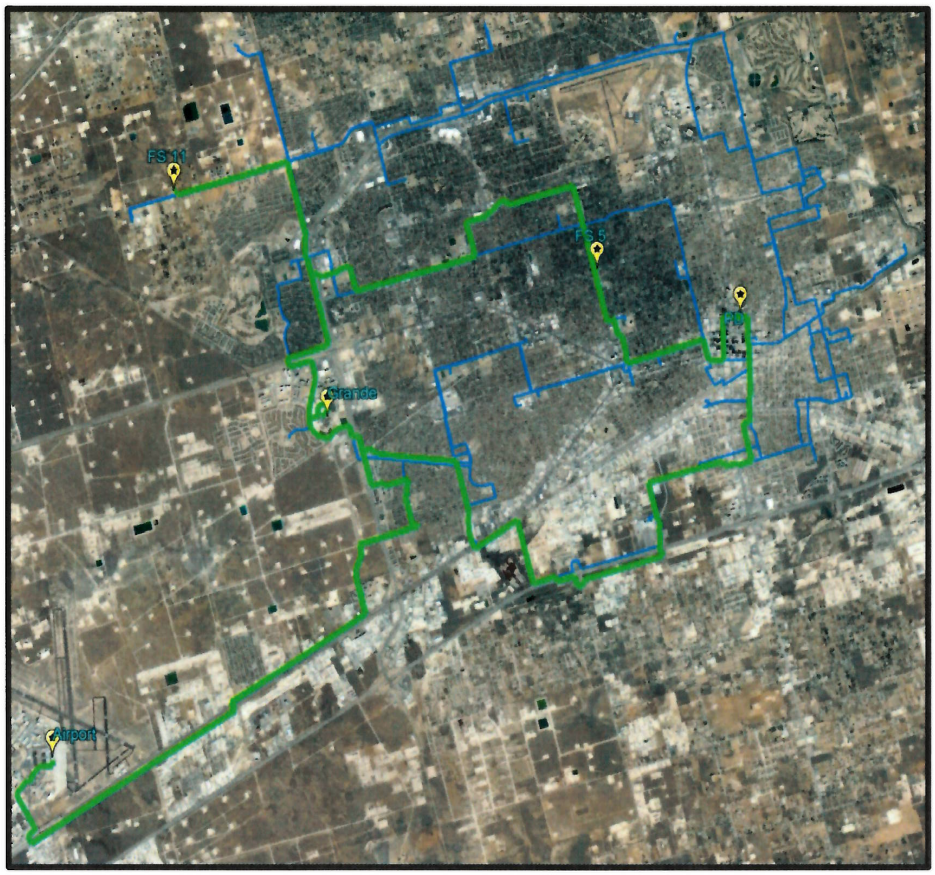
UPN's Metro/Carrier Ethernet Network (MEN/CEN) is MEF compliant and adheres to globally-adopted Carrier Ethernet standards and services framework. This industry leading network is complimented with Carrier grade electronics that powers everything from the core IP routing to hub aggregation to the temperature hardened switches installed at each one of your designated premise locations to act as the provider edge (PE) switch for all applicable services. UPN's aggregation hubs are designated as entry (service points) into the UPN MEN/CEN. UPN traffic is collected at the Provider Edge (PE) with a User Network Interface (UNI) maintaining full symmetric ports and corresponding configured dedicated bandwidth profiles. UPN will remain agnostic to the customer data sent across the network and transparently delivers the traffic end-to-end while supporting standard/compliant protocols and not placing packet delivery throttling measures in place to meet all service level commitments provided to the City of Midland.

3.9. Filter traffic (i.e. All non-routable IP networks should not be forwarded to City).

Question removed by Addendum #3.

3.10. Include a detailed schematic of all proposed fiber and cable runs to serve The City's data network

and Internet access. Show all routes, local loops and paths.




3.10.1. Vendor to detail the transport medium (fiber, copper, service provider) at all points along the proposed route(s) for The City network. The detail includes the identity of THIRD-PARTY infrastructure providers and owners.

UPN specializes in providing industry-leading, standards-compliant Metro/Carrier Ethernet Networks that are constructed utilizing 100% fiber optics (G.652, Corning SMF-28e). UPN's next generation fiber topology provides the lack of need to backhaul to a central office or head-end, this enables fewer required switches and eliminates potential points of failure. The non-shared/dedicated services will be built to scale to accommodate next generation needs. Unite Private Networks will maintain the entire Type 1 fiber network to provide full end-to-end autonomy and deliver exceptional network service. UPN's solution does NOT include any third-party providers/owners.

3.10.2. Vendor must detail in depth their network footprint indicating all NAP's and POPs in the region.

UPN has multiple hubs and network access points within the state of Texas to provide service to customers located throughout the state in multiple markets. Specifically focusing on Midland, UPN has dual and diverse transport fiber paths from the Sunglo Data Center terminating to a Dallas

Hub located at 1950 Stemmons Fwy. From this location, UPN provides direct Internet peering. The City of Midland's Internet circuits have been designed to provide multihomed benefits within the UPN Internet backbone, meaning they will connect with multiple Tier 1 ISP upstream providers. This offers unique and inherent protection in the event a single Tier 1 IP provider should experience an outage or service degradation.

3.10.3. Vendor must provide the number of hops in the proposed route(s) servicing The City's network.

To answer to this question properly, it would be dependent on what the exact definition of a Hop means to the City of Midland. To that extent, we will review this from a couple viewpoints. UPN will route directly from Midland to our IP peering Hub in Dallas. The route will however include touching multiple pieces of hardware including the electronics within the Midland Hub, the Border Controllers located in Dallas, and UPN's IP peering router (also in Dallas.)

3.10.4. The physical connectivity between demarcation point and the Internet Service Provider's point-of-presence (POP) should not be shared.

The proposed ring is completely segregated from other UPN rings and customers, and is dedicated from the defined demarcation points to Midland's local point-of-presence POP.

3.10.5. For proposed routes that must be shared, vendor must provide the number of customers utilizing the same route, total bandwidth purchased by customer utilizing the same route and bandwidth capacity of proposed route. Vendor must show the average and peak utilization of this route.

Based on UPN's design, this is not applicable. UPN's designed solution will provide the City with a dedicated private Metro Optical Ethernet ring. The proposed ring is completely segregated from other UPN rings and customers.

3.11. List any significant changes planned for their network transpiring over the next 12 months that will alter the information provided in response to this RFP.

UPN does not currently have any significant changes planned during the next 12 months. However, if UPN should implement any changes in the future, rest assured those changes will not affect the scoped services detailed in this RFP. All UPN services provided to the City will remain dedicated and private.

3.12. Provide network performance statistics within the Midland geographic service area for the last 12 months including any third-party reports.

UPN has been in the Midland market since 2019 providing custom Dark Fiber solutions to Midland ISD, Midland County, and the City of Midland., UPN does not keep network performance statistics for Dark Fiber. Since lighting the market to offer our full suite of services, such as Internet and Metro-Ethernet products, we now have meaningful market statistics for all of 2022. Across the Midland market, UPN has averaged 99.36% uptime for all customers. This data is inclusive of customer equipment issues and issues caused by weather, fiber cuts by third parties, power outages, etc.

3.13. Provide the detail process and methodology for handling outages to ensure business continuity.

UPN delivers exceptional customer service and communication is quick and easy. We provide 24x7x365 support and supply a fully detailed escalation list, which includes the personal cell phone numbers and email addresses of the NOC Manager, Local Operations Vice President, Regional Operations Vice President, and the Senior Vice President of Operations. City of Midland can escalate at any time it is felt necessary; there are no minimum periods/timeframes. Contacting UPN's NOC is rapid and efficient; there are no IVRs or screeners. When a call is placed to the NOC, a technician will rapidly answer and immediately begin assisting. UPN will strive to provide updates on all Priority 1 tickets (outages) every hour until the trouble is resolved.

3.14. Provide City with secondary DNS services at no additional cost

While UPN does not host or manage DNS directly, UPN operates and maintains recursive and reverse look-up servers.

# 4. REQUIREMENTS

**NOTE:** Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank.

*Included means that if the feature or requirement is normally included and will be at No Extra Charge

**Will be at an additional cost. These added costs shall be listed on the cost summary/price sheet proposal page (whichever is attached)

## 4.1. SERVICES REQUIREMENTS

### 4.1.1. Support Requirements (All Required)

4.1.1.1. Vendor to notify, within 1 hour, the City in the event of vendor network outage.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

It is the UPN NOC's goal to notify the City within one (1) hour of any network outage. Typically, UPN will notify the City much sooner, often within minutes of an outage.

4.1.1.2. Vendor to dedicate an account representative or team to City. The dedicated representative(s) can work with other clients, but this person will be the primary point of contact for the City.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN will provide the City a dedicated Account Director, Sales Manager, and Solutions Engineer.

4.1.1.3. City reserves the right to request a change and reject any account representative for the terms of the service agreement.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN understands and will comply.

4.1.1.4. The City reserves the right to immediately terminate any agreement without penalty to The City when there is evidence of service and/or performance degradation.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ☐ | ■ | ☐ |

**Comments:**

UPN has provided a Service Level Agreement (SLA) in addition to the responses below. The SLA provides for a termination right for the City in the event service-impacting issues become "chronic."

4.1.1.5. The City reserves the right to terminate any agreement without penalty to the City when the vendor fails to correct repeated Service Level Agreement violations as defined in section 4.1.2.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN has provided a Service Level Agreement (SLA) in addition to the responses below. The SLA provides for a termination right for the City in the event service-impacting issues become "chronic."

4.1.1.6. The vendor must provide a clear path of escalation for all problems, detailing contact information and providing a toll-free number for all maintenance and troubleshooting calls. Vendor to provide employee names, titles and contact information (office phone, cell phone, email address) along the path of escalation.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN provides 24x7x365 service support and has included an escalation list containing the personal cell phone numbers and email addresses of the NOC Manager, local operations leaders, regional vice presidents, and UPN's Senior VP of Operations. The City may escalate in its discretion; there are no minimum timeframes or requirements for escalation.

4.1.1.7. Vendor must be proactive in detecting and resolving problems and must communicate with City staff and designated support providers proactively via any or all of these methods: email alerts, phone, fax, and pager.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

The UPN NOC is proactive. Any alerts related to the customer edge device or interface (for lit services) will trigger a trouble ticket and immediate contact with the City to confirm power and equipment and begin troubleshooting as necessary. The trouble ticket will generate an email to all technical contacts provided by the City. UPN NOC personnel will also make phone calls to those individuals.

4.1.1.8. Vendor must communicate to City for planned vendor network outages at least 30 days in advance.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ☐ | ■ | ☐ |

**Comments:**

UPN provides scheduled maintenance notifications with at least 10 business days' notice. There are instances where emergency maintenance will need to be performed to prevent an outage or repair an outage and those activities may have less than 10 days' notice and, in some cases, could be same day within a few hours of the initial maintenance notification.

4.1.1.9. Vendor is expected to aggressively and proactively pursue any local exchange carrier the vendor may use to escalate and resolve any problems that affect City's service.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN understands and will comply. UPN intends to use its own fiber network to provide full end-to-end autonomy and deliver exceptional network service. UPN's solution does not include any third-party providers/owners.

4.1.1.10. Vendor is expected to provide an implementation plan, including a schedule for installing and activating the service at each location.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ☐ | ■ | ☐ |

**Comments:**

UPN understands and will comply. UPN Project Management will be your primary point of contact during the implementation phase of your Ethernet Internet Access (EIA) connections. Our UPN Project Manager will engage the City of Midland team to coordinate a project kickoff call for review of the project scope and deliverables, as well as meeting key members from The City of Midland team. The UPN Project Manager will then meet with our internal Operations team to map out key milestones and delivery timelines.

The PM will work with the City of Midland and UPN Operations to coordinate preliminary site surveys, and eventually access for any installation or service turn up/testing work once we reach that point in the project. The PM will also provide the City of Midland team updates throughout implementation, ensuring key members are kept up to speed regarding progress in the project. Frequency of updates and medium (email, recurring calls, etc) will be established on the customer kickoff call. Estimated project installation and completion for all locations, 90-120 days.

Upon completion of Service Delivery the Project Manager will obtain all necessary circuit/closeout documentation from UPN Field Services and provide that documentation along with a Service Commencement Letter notification to the City of Midland team.

4.1.1.11. Vendor is expected to and be able to advertise the City of Midland Public IP Addresses and Autonomous System Numbers procured through ARIN using

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN understands and will comply. UPN will perform BGP peering and announce the City's IP address space to our Tier 1 upstream service providers at no charge provided that the City has secured their own /24 IP block (or greater). UPN will require an approved Letter of Authorization (LOA) stating that UPN has permission to announce the City's IP block(s) to our upstream peers prior to broadcasting going into effect as well as a completed BGP Request Form detailing the City's specific advertisement needs.

### 4.1.2. Service Level Agreements (All Required)

4.1.2.1. During the initial and all subsequent terms of the agreement the vendor will be responsible to provide City with financial penalty credits, outlined in 4.1.3, when vendor does not meet the Service Level Agreement requirements and metrics (SLA) outlined in 4.1.3.1.1 thru 4.1.3.1.7 within any four-week window for all major infractions as well as an accumulation of three minor infractions.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN has included a Service Level Agreement, which provides for credits and other remedies in the unlikely event of an outage. UPN is willing to negotiate SLA terms with the City to ensure expectations are met and exceeded.

4.1.3 A major infraction is considered to be any network outage that exceeds 1 hour during a business day; the inability to provide business continuity during a major outage that exceeds 1 business day; the inability to meet 4.1.3.1.3, 4.1.3.1.4, 4.1.3.1.5, 4.1.3.1.6, and 4.1.3.1.7. A minor infraction includes 4.1.3.1.1 and 4.1.3.1.2 below.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN considers all outages to be high priority matters and will work to resolve any issue expediently. An SLA has been included, which provides for credits and other remedies in the unlikely event of a service-impacting issue.

### 4.1.3.1. SLA Requirements & Metrics

4.1.3.1.1. Latency - <0.45msec

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN's latency goal is lower than the City's request. Please see the attached SLA for more information.

4.1.3.1.2. Packet Loss – <0.05%

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN agrees to maintaining less than .05% packet loss on average. Please see the attached SLA.

4.1.3.1.3. Network Availability – 99.99% core to core

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

99.99% Network Availability is included. Please see the attached SLA.

4.1.3.1.4. Port Availability – 99.99%

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

99.99% Port Availability is included as a part of uptime. Please see our attached SLA.

4.1.3.1.5. Provisioning – Any customer-requested modifications or changes to take place within 72 business hours.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ☐ | ■ | ☐ |

**Comments:**

Certain modifications can be accomplished in 72 hours; however, the scope of the change or modification being requested may impact the timeframe needed for completion.

4.1.3.1.6. DoS and DNS Protection - 80% utilization during these attacks.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ☐ | ■ | ☐ |

**Comments:**

UPN can provide supplemental Clean Pipe DDoS protection for a fee based on safeguard levels required. If interested, please refer to the UPN's Scope of Project for further information. UPN would need additional information to provide rates for DDoS mitigation. While UPN does not host or manage DNS directly, UPN does operate and maintain recursive and reverse look-up servers.

4.1.3.1.7. Customer Service – 4 hour guaranteed response time to resolve technical or administrative issues including billing

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN understands and will comply.

### 4.1.3.2. SLA Financial Credits

4.1.3.2.1. First infraction: 10% service credit (based on monthly rates).

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN has included a Service Level Agreement, which provides for credits and other remedies in the unlikely event of an outage. UPN is willing to negotiate SLA terms with the City to ensure expectations are met and exceeded.

4.1.3.2.2. Second infraction: 30% service credit (based on monthly rates)

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN has included a Service Level Agreement, which provides for credits and other remedies in the unlikely event of an outage. UPN is willing to negotiate SLA terms with the City to ensure expectations are met and exceeded.

4.1.3.2.3. Third infraction: 60% service credit (based on monthly rates)

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN has included a Service Level Agreement, which provides for credits and other remedies in the unlikely event of an outage. UPN is willing to negotiate SLA terms with the City to ensure expectations are met and exceeded.

4.1.3.2.4. If the vendor cannot meet these penalty terms, the vendor can make a counteroffer.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN has included a Service Level Agreement, which provides for credits and other remedies in the unlikely event of an outage. UPN is willing to negotiate SLA terms with the City to ensure expectations are met and exceeded.

## 4.2. CONTRACTUAL REQUIREMENTS

4.2.1.1. City has the right to add services to this contract during the term of this agreement. The rate for these additional services will be at the schedule rate of the Agreement. Any added services will be coterminous to this Agreement's term date.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN will honor the rates provided within its RFP response for additional services and locations provided any new locations are within 2000 feet of UPN's network. Other sites may be subject to a non-recurring or other fee to cover UPN's construction and implementation costs. All services will be coterminous unless added during the final year of the Agreement's term. UPN will work with the City and determine appropriate details any time the City needs to add services.

4.2.1.2. Vendor charges to begin upon final acceptance of full implementation of data network and internet services by City.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN understands and will comply.

4.2.1.3. For routes shared with other customers as defined in your response to 3.10.5, the contract will guarantee that the vendor will not subscribe beyond the data capacity of the shared route for the term (s) of the agreement

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN's solution provides the City a **dedicated, private** Metro Optical Ethernet ring. This MOE ring is sized to provide **dedicated** bandwidth at each location at the requested speeds with no oversubscription. This design supports ethernet private line, ethernet internet access, and all other UPN lit services. The design also provides the ability to easily implement bandwidth upgrades, as requested by the City. The proposed ring is completely segregated from other UPN rings and customers.

4.2.1.4. City reserves the right to terminate any agreement with the vendor without penalty to the City in the event of the vendor's bankruptcy.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN understands and will comply.

4.2.1.5. Vendor will allow City, during the initial term and all subsequent terms, of the agreement, to make on-demand changes to services purchased. This shall include the ability to add services, at the pricing agreed upon in the contract, to both existing locations and new locations, as well as the ability to discontinue up to 50% of contracted services without incurring early termination, disconnect, or other penalty fees.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ☐ | ☐ | ■ |

**Comments:**

UPN will work with the City to accommodate any change requests. Upon selection, UPN would like to work with the City to establish agreeable terms related to discontinuing services in order to ensure UPN can recover its capital investment.

4.2.1.6. Vendor to waive all Installation/Configuration fees

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN understands and will comply for services at locations specified in this RFP. Future services at locations not on UPN's network may be subject to charges to cover UPN's construction and implementation costs.

4.2.1.7. Vendor to include all Equipment Provisioning and Circuit Monitoring fees into their monthly costs.

| Included in Package | Will add or Modify | Not Included |
|---|---|---|
| ■ | ☐ | ☐ |

**Comments:**

UPN will provide all UPN equipment provisioning as well as 24x7x365 circuit monitoring for any lit services provided the City at no additional cost.

# 5. VENDOR QUALIFICATIONS

## 5.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

UPN understands and will comply.

## 5.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

UPN understands and will comply.

## 5.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

### 5.3.1. Vendor Stability

5.3.1.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.

5.3.1.2. Provide financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP.

5.3.1.3. Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

UPN understands and will comply. UPN has provided audited financials in a separate, sealed envelope. UPN is happy to provide additional evidence of its financial stability upon award.

# 6. EVALUATION PROCESS

## 6.1. EVALUATION PROCEDURE

### 6.1.1. Committee Actions

6.1.1.1. The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

6.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

6.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award

UPN understands and will comply.

### 6.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

**6.2.1. Company Service Qualifications – 15%**

**6.2.2. Ability to meet Service Level Agreements as defined in 4.1.3 – 20%**

**6.2.3. Adherence to Required and Optional Contract Terms – 15%**

**6.2.4. Implementation Plan – 15%**

**6.2.5. Technical Abilities - 15%**

**6.2.6. Cost Analysis – 20%**

UPN understands and will comply.

## 7. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

**7.1. THE RFP**

**7.2. THE COST SUMMARY OR PROPOSAL FORM**

**7.3. REQUESTED ATTACHMENTS**

**7.3.1. Financial Information**

**7.3.2. Signed Execution of Offer**

UPN understands and will comply.

## 8. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

UPN understands and will comply.

Appendix A

Option 1 (required)

| Service Location | Service Address | Internet Speed Up/Down | Netmask | Usable Public Static IPs | Description |
|---|---|---|---|---|---|
| MPD | 601 N Loraine St, Midland, TX 79701 | 5 Gbps | /25 | 126 | DIA - Primary |
| MPD | 602 N Loraine St, Midland, TX 79701 | 1 Gbps | /28 | 14 | DIA - Wi-Fi |
| MPD | 603 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - Test |
| MPD | 603 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - PD |
| Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | 5 Gbps | /29 | 6 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 2 Gbps | /27 | 30 | DIA - Wi-Fi |
| Fire Station 5 | 2200 W Golf Course Rd, Midland, TX 79701 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 1 Gbps | N/A | N/A | TLS to MPD |

Option 2

| Service Location | Service Address | Internet Speed Up/Down | Netmask | Usable Public Static IPs | Description |
|---|---|---|---|---|---|
| MPD | 601 N Loraine St, Midland, TX 79701 | 10 Gbps | /25 | 126 | DIA - Primary |
| MPD | 602 N Loraine St, Midland, TX 79701 | 5 Gbps | /28 | 14 | DIA - Wi-Fi |
| MPD | 603 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - Test |
| MPD | 603 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - PD |
| Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | 5 Gbps | /29 | 6 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 2 Gbps | /27 | 30 | DIA - Wi-Fi |
| Fire Station 5 | 2200 W Golf Course Rd, Midland, TX 79701 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 1 Gbps | N/A | N/A | TLS to MPD |



PACKET
9.53
March 28, 2023

| | | | |
|---|---|---|---|
| **Internet DIA** | | | |
| **Line Item Identifier** | **Service Location** | **Service Address** | **Netmask** |
| 1 | MPD | 601 N Loraine St, Midland, TX 79701 | /25 |
| 2 | MPD | 602 N Loraine St, Midland, TX 79701 | /28 |
| 3 | MPD | 603 N Loraine St, Midland, TX 79701 | /30 |
| 3 | MPD | 603 N Loraine St, Midland, TX 79701 | /30 |
| 4 | Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | /29 |
| 5 | Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | /27 |
| 6 | Fire Station 5 | 2200 W Golf Course Rd, Midland, TX 79701 | /30 |
| 7 | Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | /30 |

| | | | |
|---|---|---|---|
| **Internet TLS** | | | |
| **Line Item Identifier** | **Service Location** | **Service Address** | **Netmask** |
| 1 | MPD - Midland Airport | 601 N Loraine St, Midland, TX 79701 | N/A |
| | | 9506 La Force Blvd, Midland, TX 79706 | |

## Cost Summary

| | | Option 1 (required) | | Option 2 | |
|---|---|---|---|---|---|
| **Usable Public Static IPs** | **Description** | **Internet Speed Up/Down** | **Price** | **Internet Speed Up/Down** | **Price** |
| 126 | DIA - Primary | 5 Gbps | | 10 Gbps | |
| 14 | DIA - Wi-Fi | 1 Gbps | | 5 Gbps | |
| 2 | DIA - Test | 100 Mbps | | 100 Mbps | |
| 2 | DIA - PD | 100 Mbps | | 100 Mbps | |
| 6 | DIA - Wi-Fi | 5 Gbps | | 5 Gbps | |
| 30 | DIA - Wi-Fi | 2 Gbps | | 2 Gbps | |
| 2 | DIA - Wi-Fi | 1 Gbps | | 1 Gbps | |
| 2 | DIA - Wi-Fi | 1 Gbps | | 1 Gbps | |

| | | Option 1 (required) | | Option 2 | |
|---|---|---|---|---|---|
| **Usable Public Static IPs** | **Description** | **Internet Speed Up/Down** | **Price** | **Internet Speed Up/Down** | |
| N/A | TLS MPD - Midland Airport | 1 Gbps | | 1 Gbps | |

| | | | |
|---|---|---|---|
| **Option 1 Total:** | | **Option 2 Total** | |



PACKET
9.55
March 28, 2023

# CITY OF MIDLAND

## ADDENDUM

***RFP # 23001159R***

*Data Network & Internet Services*

TO ALL PROPOSERS ON THE SUBJECT RFP:

ADDENDUM # 1

DATE: December 14, 2022

The following is provided as a matter of clarification for all proposers as follows:

The addresses have been updated and attached the updated Appendix A and the Cost Summary.

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

*All other terms and conditions shall remain the same.*

Unite Private Networks, LLC
Company Name

Authorized Signature — 2/10/2023 Date

Mike Wiechmann — 806.760.1917
Please Print Above Name — Phone

Appendix A

Option 1 (required)

| Service Location | Service Address | Internet Speed Up/Down | Netmask | Usable Public Static IPs | Description |
|---|---|---|---|---|---|
| MPD | 601 N Loraine St, Midland, TX 79701 | 5 Gbps | /25 | 126 | DIA - Primary |
| MPD | 601 N Loraine St, Midland, TX 79701 | 1 Gbps | /28 | 14 | DIA - Wi-Fi |
| MPD | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - Test |
| MPD | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - PD |
| Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | 5 Gbps | /29 | 6 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 2 Gbps | /27 | 30 | DIA - Wi-Fi |
| Fire Station 5 | 2200 W Golf Course Rd, Midland, TX 79701 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 1 Gbps | N/A | N/A | TLS to MPD |

Option 2

| Service Location | Service Address | Internet Speed Up/Down | Netmask | Usable Public Static IPs | Description |
|---|---|---|---|---|---|
| MPD | 601 N Loraine St, Midland, TX 79701 | 10 Gbps | /25 | 126 | DIA - Primary |
| MPD | 601 N Loraine St, Midland, TX 79701 | 5 Gbps | /28 | 14 | DIA - Wi-Fi |
| MPD | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - Test |
| MPD | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | /30 | 2 | DIA - PD |
| Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | 5 Gbps | /29 | 6 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 2 Gbps | /27 | 30 | DIA - Wi-Fi |
| Fire Station 5 | 2200 W Golf Course Rd, Midland, TX 79701 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | 1 Gbps | /30 | 2 | DIA - Wi-Fi |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 1 Gbps | N/A | N/A | TLS to MPD |



PACKET
9.57
March 28, 2023

## Cost Summary

| Internet DIA | | | | | | Option 1 (required) | | Option 2 | |
|---|---|---|---|---|---|---|---|---|---|
| Line Item Identifier | Service Location | Service Address | Netmask | Usable Public Static IPs | Description | Internet Speed Up/Down | Price | Internet Speed Up/Down | Price |
| 1 | MPD | 601 N Loraine St, Midland, TX 79701 | /25 | 126 | DIA - Primary | 5 Gbps | | 10 Gbps | |
| 2 | MPD | 601 N Loraine St, Midland, TX 79701 | /28 | 14 | DIA - Wi-Fi | 1 Gbps | | 5 Gbps | |
| 3 | MPD | 601 N Loraine St, Midland, TX 79701 | /30 | 2 | DIA - Test | 100 Mbps | | 100 Mbps | |
| 3 | MPD | 601 N Loraine St, Midland, TX 79701 | /30 | 2 | DIA - PD | 100 Mbps | | 100 Mbps | |
| 4 | Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | /29 | 6 | DIA - Wi-Fi | 5 Gbps | | 5 Gbps | |
| 5 | Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | /27 | 30 | DIA - Wi-Fi | 2 Gbps | | 2 Gbps | |
| 6 | Fire Station 5 | 2200 W Golf Course Rd, Midland, TX 79701 | /30 | 2 | DIA - Wi-Fi | 1 Gbps | | 1 Gbps | |
| 7 | Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | /30 | 2 | DIA - Wi-Fi | 1 Gbps | | 1 Gbps | |

| Internet TLS | | | | | | Option 1 (required) | | Option 2 | |
|---|---|---|---|---|---|---|---|---|---|
| Line Item Identifier | Service Location | Service Address | Netmask | Usable Public Static IPs | Description | Internet Speed Up/Down | Price | Internet Speed Up/Down | Price |
| 1 | MPD - Midland Airport | 601 N Loraine St, Midland, TX 79701<br>9506 La Force Blvd, Midland, TX 79706 | N/A | N/A | TLS MPD - Midland Airport | 1 Gbps | | 1 Gbps | |

| Option 1 Total: | | Option 2 Total: | |
|---|---|---|---|



PACKET
9.58
March 28, 2023

# CITY OF MIDLAND

## ADDENDUM

***RFP # 23001159R***

*Data Network & Internet Services*

TO ALL PROPOSERS ON THE SUBJECT RFP:

ADDENDUM # 2

DATE: January 3, 2023

The following is provided as a matter of clarification for all proposers as follows:

**Q1: Will a partial bid be acceptable?**
A1: Yes, a partial bid is acceptable.

**Q2: Will a 36-month term be acceptable? Or will you want another term?**
**Q2:** Yes, a 36-Month term is acceptable.

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

*All other terms and conditions shall remain the same.*

Unite Private Networks, LLC
Company Name

Mike Wied
Authorized Signature

2/10/2023
Date

Mike Wiechmann
Please Print Above Name

806.760.1917
Phone

# CITY OF MIDLAND

## ADDENDUM # 3

***BID # 23001159R***

*Data Network & Internet Services*

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: January 10, 2023

The following is provided as a matter of clarification for all proposers as follows:

**Q1: Page 7, Section 3.9. Filter traffic as requested (i.e. All non-routable IP networks should not be forwarded to City).**
**Please clarify City's request.**
A1: You may ignore this section since we can filter traffic on our end.

**Q2: Will City of Midland be replacing TLS to DIA or keep?**
A2: The City of Midland will be keeping the TLS.

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

*All other terms and conditions shall remain the same.*

Unite Private Networks, LLC
Company Name

Mike Wiechmann
Bidder Authorized Signature

2/10/2023
Date

MIKE WIECHMANN
Please Print Above Name

806.760.1917
Phone

## Appendix A

**Individual Solution Pricing (individual connections)** — **3 Year Term** with four(4) one-year renewal options

| Service Location | Service Address | Internet Speed Up/Down | Internet Speed Up/Down | Internet Speed Up/Down | Internet Speed Up/Down | Internet Speed Up/Down | Internet Speed Up/Down | Static IPs | Static IP Monthly Recurring Charge | Non-Recurring Charge |
|---|---|---|---|---|---|---|---|---|---|---|
| **Ethernet Internet Access Connections** | | 100 Mbps | 500 Mbps | 1 Gbps | 2 Gbps | 5 Gbps | 10 Gbps | | | |
| Police Department | 601 N Loraine St, Midland, TX 79701 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 128 | $ 512.00 | $ - |
| Police Department | 601 N Loraine St, Midland, TX 79701 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 16 | $ 64.00 | $ - |
| Police Department | 601 N Loraine St, Midland, TX 79701 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 4 | $ - | $ - |
| Police Department | 601 N Loraine St, Midland, TX 79701 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 4 | $ - | $ - |
| Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 8 | $ 32.00 | $ - |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 32 | $ 128.00 | $ - |
| Fire Station 5 | 2210 W Golf Course Rd, Midland, TX 79701 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 4 | $ - | $ - |
| Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | $ 370.00 | $ 585.00 | $ 780.00 | $ 1,390.00 | $ 1,920.00 | $ 3,120.00 | 4 | $ - | $ - |

**Pricing is based on, if customer were to select a quantity of one to eight connections A la carte, on a 3 year term with four(4) one-year renewal options*

****If the customer has an aggregate of 10Gbps or more of combined Internet bandwidth, the solution qualifies for a 10% discount. See Discounted Pricing example below.***

| Service Location | Service Address | EPL Speed | EPL Speed | EPL Speed | EPL Speed | EPL Speed | Non-Recurring Charge |
|---|---|---|---|---|---|---|---|
| **Ethernet Private Line Connections** | | 100 Mbps | 500 Mbps | 1 Gbps | 2 Gbps | 5 Gbps | |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 to Police Department | $ 350.00 | $ 540.00 | $ 720.00 | $ 1,095.00 | $ 1,495.00 | $ - |

**Pricing is based on, if customer were to select a quantity of one to eight connections A la carte, on a 3 year term with four(4) one-year renewal options*

**Option 1 Bundled Solution Pricing (per Appendix A requested bandwidths)** — **3 Year Term** with four(4) one-year renewal options

| Service Location | Service Address | Internet Speed Up/Down | Static IPs | Description | Monthly Recurring Charge | Non-Recurring Charge | Static IP Monthly Recurring Charge |
|---|---|---|---|---|---|---|---|
| **Ethernet Internet Access Connections** | | | | | | | |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 5 Gbps | 128 | Ethernet Internet Access | $ 1,750.00 | $ - | $ 384.00 |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 1 Gbps | 16 | Ethernet Internet Access | $ 715.00 | $ - | $ 48.00 |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | 4 | Ethernet Internet Access | $ 350.00 | $ - | $ - |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | 4 | Ethernet Internet Access | $ 350.00 | $ - | $ - |
| Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | 5 Gbps | 8 | Ethernet Internet Access | $ 1,750.00 | $ - | $ 24.00 |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 2 Gbps | 32 | Ethernet Internet Access | $ 1,150.00 | $ - | $ 96.00 |
| Fire Station 5 | 2210 W Golf Course Rd, Midland, TX 79701 | 1 Gbps | 4 | Ethernet Internet Access | $ 715.00 | $ - | $ - |
| Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | 1 Gbps | 4 | Ethernet Internet Access | $ 715.00 | $ - | $ - |
| **Ethernet Private Line Connections** | | | | | | | |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 1 Gbps | - | EPL to Police Department | $ 575.00 | $ - | |
| | | | | | $ 8,070.00 | | $ 552.00 |
| | | | | **Total Solution Monthly Recurring Charge** | | | **$ 8,622.00** |

**Pricing is based on, if customer were to select all nine connections, on a 3 year term with four(4) one-year renewal options*

****This pricing includes the 10Gbps or more aggregated internet bandwidth 10% discount***

**Option 2 Bundled Solution Pricing (per Appendix A requested bandwidths)** — **3 Year Term** with four(4) one-year renewal options

| Service Location | Service Address | Internet Speed Up/Down | Static IPs | Description | Monthly Recurring Charge | Non-Recurring Charge | Static IP Monthly Recurring Charge |
|---|---|---|---|---|---|---|---|
| **Ethernet Internet Access Connections** | | | | | | | |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 10 Gbps | 128 | Ethernet Internet Access | $ 2,795.00 | $ - | $ 384.00 |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 5 Gbps | 16 | Ethernet Internet Access | $ 1,750.00 | $ - | $ 48.00 |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | 4 | Ethernet Internet Access | $ 350.00 | $ - | $ - |
| Police Department | 601 N Loraine St, Midland, TX 79701 | 100 Mbps | 4 | Ethernet Internet Access | $ 350.00 | $ - | $ - |
| Astound Stadium | 801 N Loop 250 W, Midland, TX 79703 | 5 Gbps | 8 | Ethernet Internet Access | $ 1,750.00 | $ - | $ 24.00 |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 2 Gbps | 32 | Ethernet Internet Access | $ 1,150.00 | $ - | $ 96.00 |
| Fire Station 5 | 2210 W Golf Course Rd, Midland, TX 79701 | 1 Gbps | 4 | Ethernet Internet Access | $ 715.00 | $ - | $ - |
| Fire Station 11 | 6600 Briarwood Ave, Midland, TX 79707 | 1 Gbps | 4 | Ethernet Internet Access | $ 715.00 | $ - | $ - |
| **Ethernet Private Line Connections** | | | | | | | |
| Midland Airport | 9506 La Force Blvd, Midland, TX 79706 | 1 Gbps | - | EPL to Police Department | $ 575.00 | $ - | |
| | | | | | $ 10,150.00 | | $ 552.00 |
| | | | | **Total Solution Monthly Recurring Charge** | | | **$ 10,702.00** |

**Pricing is based on, if customer were to select all nine connections, on a 3 year term with four(4) one-year renewal options*

****This pricing includes the 10Gbps or more aggregated internet bandwidth 10% discount***

## PROPOSED PROJECT SCOPE

### Solution Overview

In today's increasingly digital landscape, government entities rely on robust Internet connections more than ever. On-line access to city services are all on the rise and the need for always-on and fast upload/download speeds is paramount.

UPN has a proven track record of building and maintaining state-of-the-art solutions that solve for these needs and allow clients to partner for life with our services. UPN's proposal takes into consideration immediate requirements and allows for highly flexible and scalable future configurations. Each individual circuit is custom designed to encompass fiber routes, building entries, and electronics. The non-shared connections have been architected to allow for dedicated/guaranteed bandwidth without concern for oversubscription, unlike what is often experienced with Internet services provided by a local cable or traditional telecommunications providers.

UPN is pleased to provide the City of Midland with this turnkey, custom Ethernet Internet Access (EIA) and Ethernet Private Line (EPL) solution.

### Ethernet Internet Access (EIA)

UPN specializes in providing industry-leading, standards-compliant, symmetrical networks that are constructed utilizing a 100% fiber optic network. UPN will operate and maintain the entire next generation fiber network (G.652, Corning SMF-28e) and metro topology providing full end-to-end autonomy and delivering exceptional network service.

UPN's dedicated, symmetrical EIA provides high quality and mission critical Internet access/transport between the service location and the closest designated UPN Internet Point of Presence (POP). UPN directly multi-homes with multiple upstream Tier 1 ISPs at UPN's IP POP. This design offers unique and inherent protection for our clients in the event a single Tier 1 IP provider should experience an outage or service degradation.

The proposed Internet circuit will receive the benefit of being provisioned on a UPN metro ethernet access ring. Once the fiber lateral reaches the resilient metro ring, the circuit will take advantage of a multi-directional ring path. This ring technology allows UPN to extend our resilient network closer to each individual customer site. In the event the primary route should fail, the circuit will automatically re-route around the assigned path. This minimizes the impact of potential fiber cuts as well as the effects of service maintenance when required. Please see Figure 1 below for a visual description.

### Ethernet Private Line (EPL)

UPN's Ethernet Private Line (EPL) is a private Layer 2 point-to-point data service that delivers Ethernet transport between two locations. The EPL is implemented using an Ethernet Virtual Connection (EVC). No service multiplexing is utilized at either UNI. UPN remains agnostic to data that the customer places on the EPL, and transparently delivers the customer traffic end to end.

The proposed private line circuit will also receive the benefit of being provisioned on a UPN metro ethernet access ring. Once the fiber lateral reaches the resilient metro ring, the circuit will take advantage of a multi-directional ring path. This ring technology allows UPN to extend our resilient network closer to each individual customer site. In the event the primary route should fail, the circuit will automatically re-route around the assigned path. This minimizes the impact of potential fiber cuts as well as the effects of service maintenance when required. Please see Figure 2 below for a visual description.

*FIGURE 1 – ETHERNET INTERNET ACCESS LOGICAL*

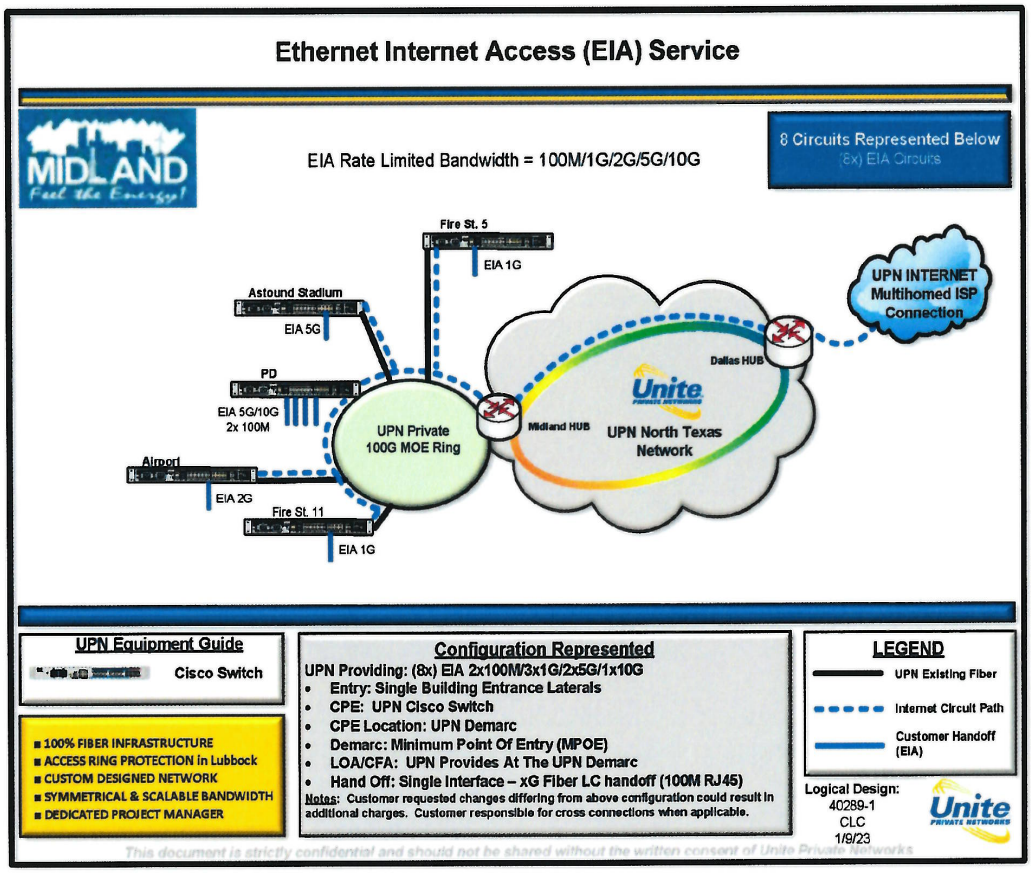
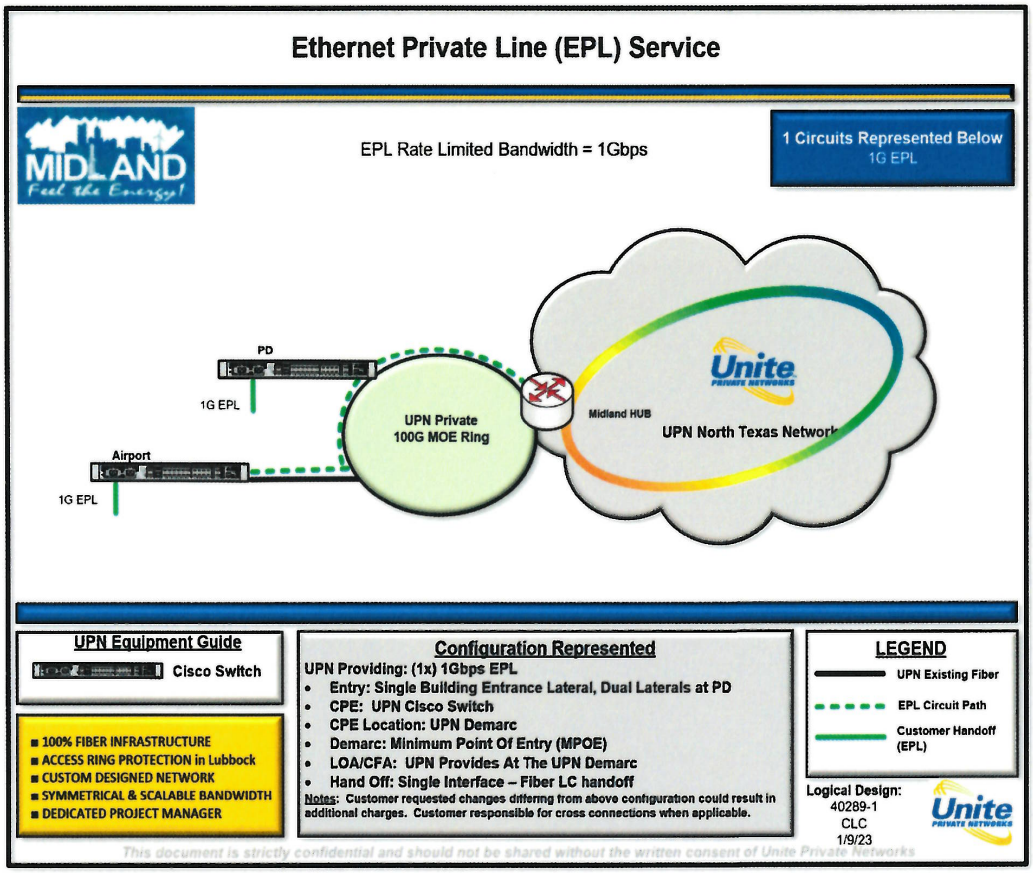
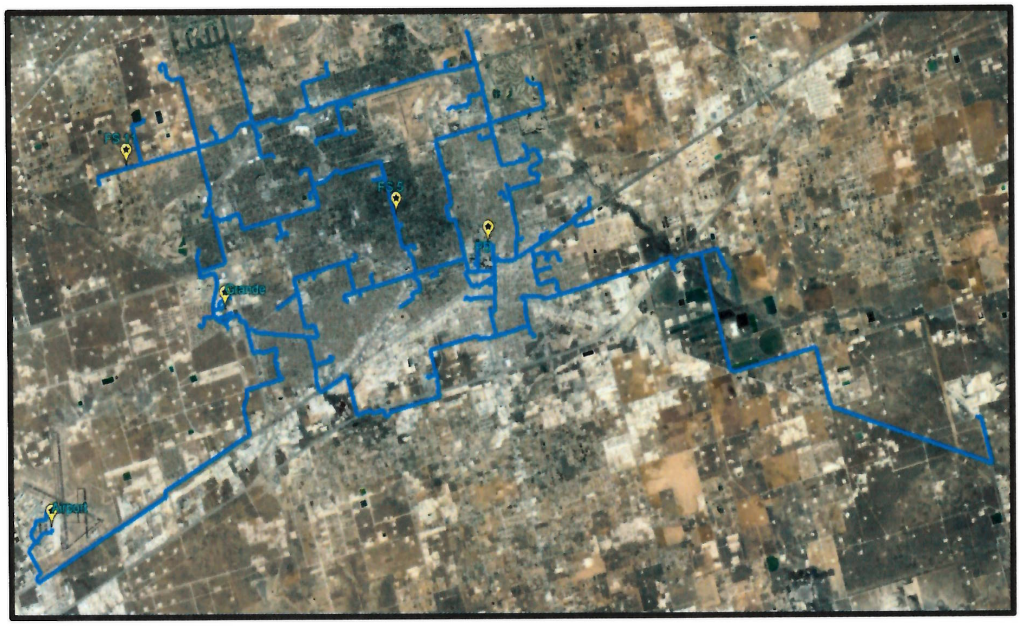


*FIGURE 2– ETHERNET PRIVATE LINE LOGICAL*



**UPN's Current Midland Fiber Network Map:** Physical site locations have been overlayed. UPN will build new physical fiber as necessary to complete "last mile" connectivity to designated sites and accommodate building entry specifications. Shown also is proposed dual/diverse entry into 601 N Loraine PD.





**UPN's Proposed Private MOE Ring**




## Custom Designed Collaboration & Partnership

UPN's designed solution will provide the City with a **dedicated private** Metro Optical Ethernet ring. This MOE ring is sized to provide **dedicated** bandwidth at each location at the requested speeds with no oversubscription. This design supports EPL private line, EIA Internet, and the entire UPN portfolio of lit services. The design also provides the ability to easily implement increased bandwidth requests for the city. The proposed ring is totally segregated from other UPN rings and customers.

## Standard DDOS Support

As part of UPN operational practices, for no additional fee, the Core IP network is monitored for common volumetric (high bandwidth) DoS/DDoS attacks that either targets UPN infrastructure or transits UPN's Core IP network targeting a UPN Internet customer. When an attack is detected, an

automatic system is in place to filter the attack to reasonable levels. If the attack bandwidth is larger than what UPN's infrastructure, peering and IP transit connections can carry then the targeted IP will be black holed.

Since this is part of UPN's operational practices; customers of UPN's Internet offering inherently receive some of the benefit of the practice however this means there is no guarantee or SLA offered by UPN for this practice. In the event of other types of DoS/DDoS attacks the customer can work with UPN to mutually attempt a resolution within the capabilities of both parties' networks and network practices.

**Supplemental DDoS Product Offering**

In addition to our default DDoS operational practices, Unite Private Networks also offers a custom-tailored Clean Pipe DDoS solution. Unite Private Network's Clean Pipe DDoS Cyber Security Platform is designed to deliver a balance of protection and performance to combat volumetric attacks. UPN's solution has been integrated into our backbone infrastructure to provide an enhanced approach that can offer lower network latency combined with fast mitigation.

The service delivers:

- Protection against bandwidth and flooding attacks
- Provides rapid detection
- Assists with minimizing network latency
- Up to 40Gbps of flood traffic protection
- Up to 10Gbps of clean traffic return
- 24x7 support

UPN's auto-diversion or manual diversion clean pipe service is designed to inspect traffic, detect threats and block DDoS attacks (Layer 3 & 4) by scrubbing data for malicious traffic. The dynamic mitigation platform has built-in multi-layer filtering systems to identify and mitigate attacks utilizing UPN's scrubbing facilities to detect and act upon DDoS attacks delivering clean traffic. Equally important, our DDoS mitigation technologies are constantly updated to keep up with the latest threats and new variations of attacks. UPN's customers can monitor real-time traffic, ongoing and stopped DDoS attacks, and potential threats. In addition, it allows customization of alert levels for different event types and email notifications can be selected depending on the specific interest levels.

**Demarcation & Electronics**

The UPN demarcation point is defined as the location within each service location where all UPN equipment is to be located. The UPN equipment required for Internet access typically consists of a 2-3RU UPS Battery Backup (if desired), a 1RU fiber splice tray, and a 1RU UPN Managed switch. UPN supports multiple handoff options depending on interface requirements. Fees associated with providing UPN equipment are included within the UPN pricing proposal.

UPN will install a carrier class switch delivering 100 Gbps of symmetrical bandwidth. UPN will provide circuit speeds as designated by the City from 100M to 10G using either copper or fiber hand off determined by the circuit speed required. UPN will then rate-limit the connection (if

needed) to provide the bandwidth requested. UPN will also provide IPv4 address blocks as requested ranging from /30, /29, /28, /27, and /25.

If Requested UPN will perform BGP peering and announce the City's IP address space to our Tier 1 upstream service providers at no charge provided that the City has secured their own /24 IP block (or greater). Unite Private Networks will require an approved Letter of Authorization (LOA) stating that UPN has permission to announce the City's IP block(s) to our upstream peers prior to broadcasting going into effect as well as a completed BGP Request Form detailing the City's specific advertisement needs.

**Building Entry**

Construction of building entries will utilize other utilities and communications entries to the extent possible and UPN will construct new conduit where required. UPN building entries are engineered to comply with National Electric Code guidelines. While most work can be conducted during normal business hours, UPN will coordinate with your technical on-site resources to perform work whenever is needed to avoid disruption.

**Network Operations Center & Support**

UPN delivers exceptional customer service and communication is quick and easy. We provide 24x7x365 support and supply a fully detailed escalation list, which includes the personal cell phone numbers and email addresses of the NOC Manager, Local Operations Vice President, Regional Operations Vice President, and the Senior Vice President of Operations. The City of Midland can escalate at any time it is felt necessary; there are no minimum periods/timeframes. Contacting UPN's NOC is rapid and efficient; there are no IVRs or screeners. When a call is placed to the NOC, a technician will rapidly answer and immediately begin assisting. UPN will strive to provide updates on all Priority 1 tickets (outages) every hour until the trouble is resolved.

**Network Monitoring**

UPN provides network monitoring and management utilizing SolarWinds© to track key edge-to-edge performance statistics for all lit services provided. The monitoring system will provide data on interface utilization, bandwidth, availability by site (up-down), and alarming. In addition, it will offer information with respect to packet drop/errors/flow and transmit/receive data bits per second. Historical statistics and ticketing information for the preceding 12 months is available upon request.

The SolarWinds© network management and monitoring application allows UPN to proactively notify customers of network events. The management portal will generate an email to the NOC and technicians will work the ticket through the system from that point on. Once identified, UPN will generate a trouble ticket and communicate with your designated technical contacts to begin trouble shooting within minutes of the event.

**Maintenance Scheduling**

UPN's standard maintenance window is from 12:01 am to 6:00 am. All maintenance events will be communicated with our standard 10 business day notifications. In many instances, our network's

resiliency allows for uninterrupted services during maintenance events. UPN will always strive to complete these maintenance activities in a timely fashion to mitigate potential down time.

**Project Timing**

UPN will utilize a dedicated project management team with over 50 years of combined service deployment experience for E-rate eligible customers to meet and exceed the expectations of our customers. UPN's Project Manager will meet with City of Midland representatives to determine the final project schedule and manage the process of procuring all permits to implement on time. UPN will also be responsible for any fees associated with the engineering and permitting process. Please see the Project Management section for a sample implementation schedule.

Projected implementation timeline from fully executed agreement (with no contingencies) is:

- **30** Days for Engineering
- **30** Days for Permitting
- **90** Days to Complete Construction After Permitting & Test/Turnup

# Network Operations Center

## UPN Network Operations Center Customer Benefits

### 24x7x365 Comprehensive Support

- ✓ Constant, high-priority, mission-critical assistance
- ✓ Proactive monitoring of all network devices and LIT customer circuits through NMS alerts

### Immediate Trouble Shooting Engagement

- ✓ After identifying a potential concern, a NOC technician will begin isolating the issue in real-time
- ✓ Immediate access to live technicians without dial menus or auto-attendees

### Prompt Technician Dispatch

- ✓ When applicable, field engineer or OSP teams are deployed for hands-on assessment

### Proactive, Timely, and Meaningful Customer Updates

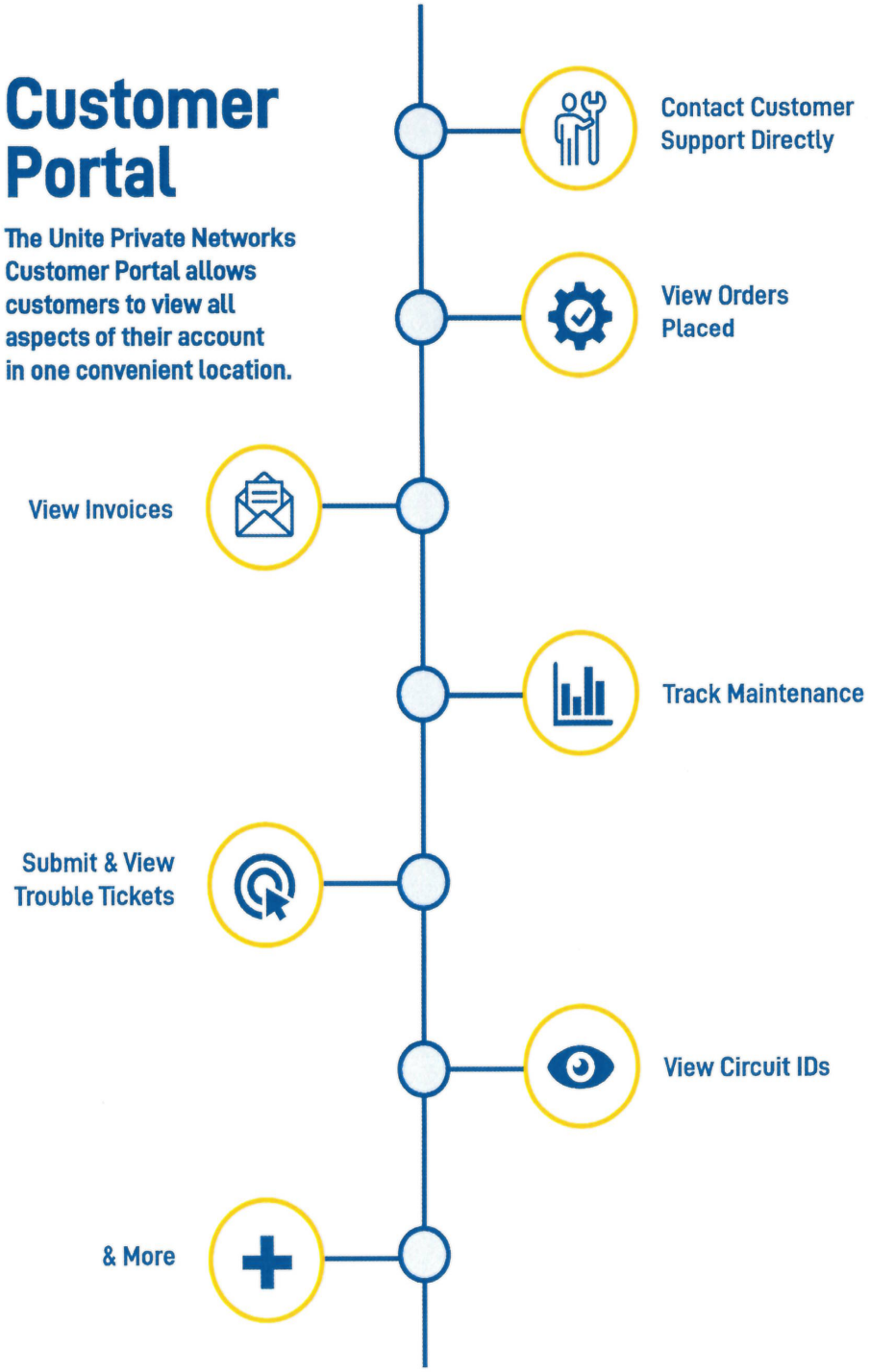
- ✓ Relevant details are provided on an hourly basis until resolution is confirmed by customer

### Client Portal to Review Past Trouble and Maintenance Ticket History

- ✓ User-friendly access to a variety of customer online account information

# Customer Portal

**The Unite Private Networks Customer Portal allows customers to view all aspects of their account in one convenient location.**



# SAMPLE SERVICE LEVEL AGREEMENT

City of Midland RFP 23001159R

1. **Availability Goal**. UPN maintains a goal of 99.99% availability on all Internet Services and strives to repair all service impacting conditions within four (4) hours of discovery. Recovery time for a failed node is generally less than one (1) second on a protected ring. All UPN services are non-protected unless otherwise noted in the Lit Service Order.

2. **Outage**. Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption which, subject to the exclusions and restrictions noted below, constitutes an "Outage." If a Service experiences an Outage ("Affected Service"), UPN will immediately commence work to repair the Affected Service upon discovery of the Outage.

3. **Network Latency**. Network Latency is the average network delay time for traffic to make a round trip between applicable UPN hub sites. The average network round-trip time ("Latency") for the leased Internet Access circuit between the UPN equipment at a customer location to the terminating UPN IP POP shall be 45 milliseconds or less on average over a calendar month, as measured by UPN. Any sustained average Latency greater than 45 milliseconds is considered an Outage for purposes of this SLA.

4. **Jitter**. Jitter is the variation in latency between packets, typically caused by traffic congestion in the conversion of TDM to Ethernet. UPN's network equipment utilizes Weighted Random Early Discard to avoid/minimize network congestion. Any sustained one-way packet jitter for UPN installed equipment greater than 2 milliseconds on average across the UPN Network is considered an Outage for the purposes of this SLA.

5. **Packet Loss**. Packet Loss describes in error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other. Packet loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and are received at a network destination point. The SLA will be determined to be non-compliant if there is a thirty (30) day period of 0.05% (0.0005) Packet Loss on average on the UPN Network.

6. **Outage Credit**. Unless stated otherwise herein, Customer may be entitled to a credit based upon the Outage time experienced by an Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage, within a calendar month, in relation to the total calendar monthly minutes of the Service ("Outage Minutes %"). The amount of the credit shall be the Outage Minutes % multiplied by the applicable monthly recurring charge ("MRC") for the Affected Service ("Outage Credit"). In no event shall credits be provided to Customer in an amount that exceeds the MRC for the Affected Service.

7. **Trouble Ticket**. To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting UPN at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by UPN.

8. **Chronic Outage**. Subject to the Outage Exclusions listed below, in the event there are more than three (3) Outages, with each Outage lasting longer than twelve (12) hours, that occur within any consecutive three (3) month period affecting any Service ("Chronic Trouble"), Customer shall have the right at its option to terminate the Affected Service for cause upon five (5) days' written notice to UPN. Customer must exercise any termination right available to it under this Section within thirty (30) days after Customer first becomes eligible to exercise the termination right. Customer's failure to comply with the conditions set forth in this Section shall constitute a waiver of its right to terminate due to Chronic Trouble.

9. **Outage Credit Request**. Customer's request for an Outage Credit shall be submitted within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Requests shall be submitted to credits@upnfiber.com or to Unite Private Networks, 1511 Baltimore Ave., Floor 2, Kansas City, MO 64108, Attn: Billing Dept.

10. **Payment of Outage Credit**. All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following UPN approval of the Outage Credit.

11. **Remedies**. The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of default under this Internet SLA or a Lit Service Order. The Parties agree that no third party is or shall be entitled to bring any action to enforce any provision of this Internet SLA against any Party hereto, and that this Internet SLA shall be enforceable only by the Parties hereto or their respective successors or permitted assignees.

12. **Third-Party Provider Credit**. Notwithstanding anything to the contrary, in the event an Affected Service is being provided by UPN through any third-party fiber or equipment, Customer shall not be entitled to any outage credits or recompense in excess of what is provided to UPN by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 3 above, or (ii) a pass-through of applicable credits provided to UPN by the third-party.

13. **Outage Exclusion**. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following (each, an "Outage Exclusion"):

    13.1 Interruptions on a Service for which the start of Service has not yet commenced.
    13.2 Interruptions caused by the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Service or equipment used by Customer.

13.3 Interruptions due to power failure at the service location or the failure or poor performance of Customer provided equipment ("CPE").
13.4 Interruptions during any period in which UPN is not afforded access to the premises and/or its facilities, provided such access is reasonably necessary to prevent a degradation or to restore Service.

13.5 Interruptions during any period that UPN has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to UPN for the installation of a Service.
13.6 Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
13.7 Interruptions resulting from Force Majeure.
13.8 Interruptions resulting from Customer's use of any Service in an unauthorized or unlawful manner.
13.9 Interruptions resulting from a UPN disconnect for cause.
13.10 Interruptions resulting from incorrect, incomplete, or inaccurate documentation or direction from Customer (including over subscription of circuits by Customer and improper or inaccurate network specifications provided by Customer).
13.11 UPN's inability to initiate Service by the applicable installation date.
13.12 Interruptions in service not caused by failure of the UPN network.
13.13 Interruptions resulting from damage to fiber or facilities caused by a third party.

14. **Escalation Contact List**. To assist UPN in tracking and coordinating all necessary activities for resolving issues expeditiously, the following phone numbers are the first contacts for trouble resolution. All dispatches, if deemed necessary, will be generated through these contacts:

**1-866-963-4237 or 816-903-3927**
**24x7x365**

The escalation process provides the next step for obtaining information and resolutions in the event that Customer is unable to receive a satisfactory resolution by contact through the phone numbers listed above.

| Service Escalation Contact List | | | |
|---|---|---|---|
| **Level** | **Name** | **Email** | **Phone** |
| 1 | Network Operations Center Manager<br>Jamey Crubaugh | jamey.crubaugh@upnfiber.com | (816) 381-0278 |
| 2 | Director of Network Operations Center<br>Marcus Prieto | marcus.prieto@upnfiber.com | (816) 591-3045 |
| 3 | Regional Vice President - Nebraska<br>Shanon Morris | shanon.morris@upnfiber.com | (402) 575-1239 |
| | Regional Vice President - Iowa<br>Clark Lundy | clark.lundy@upnfiber.com | (515) 321-3336 |
| | Regional Vice President - Kansas City<br>Harold Kalwei | harold.kalwei@upnfiber.com | (816) 500-3737 |
| | Regional Vice President - Dallas<br>Bill Tyler | bill.tyler@upnfiber.com | (469) 354-3214 |
| | Regional Vice President - San Antonio<br>Rick Valadez | rick.valadez@upnfiber.com | (210) 789-6803 |
| | Regional Vice President - OH, WA, IL, WI, CO<br>George Forbes | george.forbes@upnfiber.com | (478) 832-0669 |
| | Regional Vice President – TX, AR, OK, AZ<br>Eric Filkins | eric.filkins@upnfiber.com | (832) 497-3264 |
| 4 | Vice President of Operations – North Region<br>Huck Ihnat | huck.ihnat@upnfiber.com | (816) 922-9334 |
| | Vice President of Operations – South Region<br>Jimmy Chapman | jimmy.chapman@upnfiber.com | (816) 656-1281 |
| | Vice President of Operations – Central Region<br>Vincent Herrera | vincent.herrera@upnfiber.com | (505) 301-9124 |
| 5 | Senior Vice President of Operations<br>Thomas Pope | thomas.pope@upnfiber.com | (704) 290-4671 |

## ADDITIONAL RESPONSES
## City of Midland RFP #23001159R – Data Network & Internet Services

| RFP Sections | Unite Private Networks (UPN) Response |
|---|---|
| **RFP**<br>• Incorporation of Documents<br>**Data Network & Services Agreement** | UPN does not object to incorporating the RFP and bidding documents into the final agreement between the parties. Upon selection, UPN reserves the right to negotiate a final agreement with the City intended to 1) resolve any discrepancies between documents and 2) govern the relationship between the parties. |
| **RFP**<br>• Special Terms and Conditions Taxes and Fees | UPN understands and acknowledges the City is exempt from certain taxes. However, there are certain taxes or fees that will be assessed for which there is no exemption. In those instances, UPN will pass the fees through to the City in a separate line item on the monthly invoice. |
| **RFP**<br>• Service Level Agreement (SLA) | UPN has provided a Service Level Agreement (SLA) with this proposal, which provides for potential credits in the event of an outage and includes an escalation contact list. UPN is willing to finalize SLA terms with the City upon award to ensure the City's expectations are met. The City may escalate in its discretion; there are no escalation limitations. |
| **RFP**<br>• 4.2.1.5. Termination<br><br>**Data Network & Services Agreement**<br>• Article V. Termination at Will | UPN understands the City's funding constraints and need for flexibility. UPN reserves the right to negotiate termination language with the City that accounts for the recovery of UPN's capital investment into the project. |
| **Data Network & Services Agreement**<br>• Article VI. Assignment | UPN reserves the right to negotiate language with the City that allows for UPN to assign its rights and obligations under the following circumstances: 1) to an entity under common control with UPN, or 2) to an entity acquiring all or substantially all of UPN's assets. |
| **Data Network & Services Agreement**<br>• Article IX. Insurance | UPN has insurance to support all of UPN's obligations under its customer agreements and exceeds the City's minimum insurance requirements in the RFP. Upon award, UPN reserves the right to negotiate appropriate insurance coverage that is necessary for the type of exposures involved. |
| **Data Network & Services Agreement**<br>• Article XV. Indemnity | UPN agrees to indemnify the City and hold its agents and employees harmless from and against all suits or actions of any kind except when caused by the City's gross negligence or willful misconduct. |
| **Contract Negotiation** | UPN has previously negotiated minor language changes with the City to certain provisions in the City's agreement template. UPN intends to finalize similar changes with the City expediently upon award. |

## REFERENCES

**Midland Independent School District**
Tom Holly (Executive Director of Technology)
tom.holly@misd.net (432) 240-1101
*Dark Fiber solution connecting all facilities, 10 Gbps EIA*
June 2020-Current

**City of Allen, TX**
Eric Matthews (Director, Information Technology)
italerts@cityofallen.org (214) 509-4851
*1 Gbps EIA-Dark Fiber*
August 2017-Current

**Lubbock Independent School District**
Bill Lovelace (Technology Director)
bill.lovelace@lubbockisd.org (806) 219-0150
*10.0 Gbps Lit Fiber solution connecting all facilities*
May 2016 – Current

**Lewisville Independent School District**
Bryon Kolbeck (Chief Technology Officer)
kolbeck@lisd.net (972) 350-1801
*10.0 Gbps Lit Fiber solution connecting all facilities*
March 2013 - Current

# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

Unite Private Networks, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

**7** Matt Wiltanger

Signature of vendor doing business with the governmental entity

February 8, 2023

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF MIDLAND

## Consideration of Location of Bidder's Principal Place of Business
## For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
## Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

*Complete all areas below. Incomplete affidavits may be rejected.*

Local Business Name: Unite Private Networks, LLC

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

UPN's primary place of business is in Kansas City, Missouri and UPN has local offices in Dallas, San Antonio, and Lubbock. UPN is rapidly expanding in Texas and may establish a local office within or near Midland's city limits in the next few years.

# EXECUTION OF OFFER

Date: February 7, 2023

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 72.

Offerer / COMPANY: Unite Private Networks, LLC

SIGNATURE (INK): Mike Wied

NAME: (TYPED/PRINTED) Michael C. Wiechmann

TITLE: Sales Manager

STREET: 4701 S. Loop 289

CITY/STATE/ZIP: Lubbock, Texas 79424

TELEPHONE: (806) 760-1917 FAX: _____

E-MAIL ADDRESS: mike.wiechmann@upnfiber.com

# City Council Meeting

**Item Number:** 10

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** **RESOLUTION APPROVING THE SELECTION OF 1919 ARCHITECTS, P.C., CHAPMAN HARVEY ARCHITECTS, INC., JSA ARCHITECTS, INC., PARKHILL SMITH & COOPER, INC., DBA PARKHILL, AND VANDERGRIFF GROUP ARCHITECTS, P.C., TO PROVIDE THE CITY OF MIDLAND, TEXAS, WITH PROFESSIONAL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED FIVE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $500,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)**

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**Purpose:**

Resolution awarding professional services agreements to five (5) firms for On Call Architectural Services for the City of Midland.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is not required at this time.

**Discussion:**

The City Manager approved specifications and authorized advertisement for request for qualifications for professional services for On-Call Architectural Services. One hundred eighty-two (182) requests for qualifications were issued and we received statements of qualifications from six (6) firms. After a thorough review of all statements of qualifications by the evaluation team, staff recommends awarding professional services agreements for on-call architectural services to 1919 Architects, Chapman Harvey Architects, Inc., JSA Architects, Inc., Parkhill, Smith & Cooper, Inc. dba Parkhill, and Vandergriff Group Architects, PC. The term for these agreements is three (3) years with two (2) possible renewals in one (1) year increments. As projects are identified they will be awarded through individual task orders. Each Task Order shall not exceed $150,000.00 and Task Orders shall not exceed $500,000.00 per year per company. Please see the attached memo from Regina Stephenson, General Services Director, for additional information.

Therefore, please consider a resolution awarding professional services agreements for On-Call Architectural Services to 1919 Architects of Austin, Texas, Chapman Harvey Architects, Inc. of Lubbock, Texas, Architects, Inc., JSA Architects, Inc. of Odessa, Texas, Parkhill, Smith & Cooper, Inc. dba Parkhill of Midland, Texas, and Vandergriff Group Architects, PC of Midland, Texas.

Tina Daugherty

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** **Tina Jauz, Assistant City Manager**

**FROM:** **Regina Stephenson, Director of General Services**

**SUBJECT:** **On-call Architectural Services**

**DATE:** **March 15, 2023**

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The city received six (6) statements of qualifications from architectural firms interested in our Request for Qualifications (RFQ) for on-call architectural services. City staff reviewed qualifications submitted by each firm and recommends that we award agreements to 1919 Architects, Chapman Harvey Architects, Inc., JSA Architects, Inc., Parkhill, Smith & Cooper, Inc. dba Parkhill, and Vandergriff Group Architects, PC. The contract term for this agreement will be for three years with two (2) possible renewals in one (1) year increments. Each Task Order shall not exceed $150,000.00 and Task Orders shall not exceed $500,000.00 per year per company.

As mentioned in the RFQ, these firms may lead other consultants/engineers to include structural, civil, mechanical, electrical, plumbing, security, acoustical, interior design, lighting, data/telecommunication graphics, and related services which may be required in connection with planning, design of new buildings or renovations/additions of existing buildings. Special services may be requested as warranted by specific projects, including but not limited to, geotechnical engineering, land surveys, life/safety consulting; audio visual; physical and electronic security design; parking structure and parking structure design.

If you have any questions, feel free to call me at extension 7233.

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE SELECTION OF 1919 ARCHITECTS, P.C., CHAPMAN HARVEY ARCHITECTS, INC., JSA ARCHITECTS, INC., PARKHILL SMITH & COOPER, INC., DBA PARKHILL, AND VANDERGRIFF GROUP ARCHITECTS, P.C., TO PROVIDE THE CITY OF MIDLAND, TEXAS, WITH PROFESSIONAL ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED FIVE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $500,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT**

**WHEREAS**, the City of Midland, Texas, advertised a Request for Qualifications for firms to provide the City with professional architectural services on an as-needed basis; and

**WHEREAS**, the firms identified in Section One hereof have agreed to perform said professional services; and

**WHEREAS**, the City Council finds that the firms identified in Section One hereof are qualified to perform said professional services; and

**WHEREAS**, the City Council finds that the fees proposed by the firms identified in Section One hereof are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

**WHEREAS**, the City Council finds that the firms identified in Section One hereof provide professional services for a fair and reasonable price; and

**WHEREAS**, the City Council finds it to be in the public interest to approve the selection of the firms identified in Section One hereof as the most highly qualified providers of said professional services based on demonstrated competence, knowledge, and

qualifications and on the reasonableness of the proposed fee for the services;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the selection of 1919 Architects, P.C., Chapman Harvey Architects, Inc., JSA Architects, Inc., Parkhill Smith & Cooper, Inc., DBA Parkhill, and Vandergriff Group Architects, P.C., to provide the City with professional architectural services on an as-needed basis is hereby approved.

**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, Texas, a professional services agreement with each firm identified in Section One hereof for said professional services. Each professional services agreement shall be for a term not to exceed five (5) years, and the agreements shall be in the forms of those attached hereto and incorporated herein as Exhibits A through E or forms substantially similar thereto.

**SECTION THREE.** That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, task orders in accordance with said professional services agreements; provided, however, (i) that the payment from the City for each task order shall not exceed $150,000.00, and (ii) that the total cost to the City for all task orders executed each year in accordance with each agreement shall not exceed $500,000.00 per agreement per year.

**SECTION FOUR.** That the City Comptroller is hereby authorized and directed to pay for all work performed under professional services agreements and task orders executed in accordance with this Resolution, pursuant to the terms of said professional services agreements and task orders, from funds available in authorized projects or the appropriate department operating budget 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-1**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, 1919 Architects, P.C. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand

and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

## ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed

as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers'

Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL**

**RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: 1919 Architects, P.C.
4000 Morsay Drive
Rockford, Illinois 61107

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the

Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex.

Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of 1919 Architects, P.C., 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 _____, 2023.

_____
Notary Public, State of Texas

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-2**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Chapman Harvey Architects, Inc. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the

Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

## ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would

give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis.

CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY**

**MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Chapman Harvey Architects, Inc.
612 Broadway
Lubbock, Texas 79401

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Chapman Harvey Architects, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-3**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, JSA Architects, Inc. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

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Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would

give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis.

CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY**

**MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: JSA Architects, Inc.
415 N. Jackson Avenue
Odessa, Texas 79761

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of JSA Architects, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-4**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Parkhill, Smith & Cooper, Inc. dba Parkhill hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the

Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

## ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

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give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

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The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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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. dba Parkhill
1700 West Wall Street, Suite 100
Midland, Texas 79701

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

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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.

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F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc. dba Parkhill, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-5**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Vandergriff Group Architects, PC hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the

Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

## ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would

give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis.

CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY**

**MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Vandergriff Group Architects, PC
312 N. Big Spring, Suite 100
Midland, Texas 79701

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Vandergriff Group Architects, PC, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

# 23001331 On Call Architectural Services

| | 30<br>Capability to perform the required services for the project | 20%<br>Recent experience on similar projects | 15%<br>Reputation, personal and professional integrity, and competency of firm | 15%<br>Professional background, availability, and caliber of key personnel to be assigned to this project. | 10%<br>Capability to meet schedules or deadline. | 10%<br>Qualifications and experience of regularly engaged outside consultants. | Total |
|---|---|---|---|---|---|---|---|
| 1919 Architects | 7 | 8 | 10 | 9 | 10 | 8 | 52 |
| Chapman Harvey Architects | 9 | 10 | 10 | 9 | 10 | 10 | 58 |
| JSA Architects, Inc. | 8 | 9 | 10 | 8 | 9 | 9 | 53 |
| Parkhill | 10 | 10 | 10 | 10 | 9 | 9 | 58 |
| RVK Architecture | 10 | 10 | 9 | 9 | 7 | 6 | 51 |
| VGA | 10 | 10 | 10 | 9 | 9 | 9 | 57 |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-3**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, JSA Architects, Inc. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the

Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

## ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would

give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis.

CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY**

**MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: JSA Architects, Inc.
415 N. Jackson Avenue
Odessa, Texas 79761

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of JSA Architects, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-2**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Chapman Harvey Architects, Inc. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

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CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

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By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Chapman Harvey Architects, Inc.
612 Broadway
Lubbock, Texas 79401

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Chapman Harvey Architects, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-4**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Parkhill, Smith & Cooper, Inc. dba Parkhill hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the

Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

## ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would

give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis.

CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY**

**MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

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- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

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552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc. dba Parkhill, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS | | _____ | |
|---|---|---|---|
| "CITY" | | "COMPANY" | |
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152 | ADDRESS: | _____ |
| | Midland, TX 79702 | | _____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-3**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, JSA Architects, Inc. hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

## ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

## ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the

Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

## ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

## ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

## ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would

give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

## ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - |
| | Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis.

CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY**

**MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: JSA Architects, Inc.
415 N. Jackson Avenue
Odessa, Texas 79761

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of JSA Architects, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 2023, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | _____<br>"COMPANY" | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | _____<br>_____ |

**PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS**
**23001331-5**

**THIS AGREEMENT** is made and effective the 29 day of March 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Vandergriff Group Architects, PC hereinafter referred to as "COMPANY."

**WHEREAS,** CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

**WHEREAS,** COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

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COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

## ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY**

**MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

## ARTICLE XIII. RELEASE

**NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

## ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Vandergriff Group Architects, PC
312 N. Big Spring, Suite 100
Midland, Texas 79701

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Vandergriff Group Architects, PC, 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 _____, 2023.

_____
Notary Public, State of

# TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS | | _____ | |
|---|---|---|---|
| "CITY" | | "COMPANY" | |
| BY: | _____ | BY: | _____ |
| NAME: | Robert Patrick | NAME: | _____ |
| TITLE: | City Manager | TITLE: | _____ |
| ADDRESS: | P.O. Box 1152 | ADDRESS: | _____ |
| | Midland, TX 79702 | | _____ |

# City Council Meeting

**Item Number:** 11

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION APPROVING THE PURCHASE OF EIGHT HUNDRED (800) THREE (3) CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL REFUSE CONTAINERS AND FIVE (5) ROLL-OFF OPEN TOP CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD AT A TOTAL COST OF $828,400.00 (DISTRICT: NONE) (GENERAL SERVICES)

---

**Purpose:**

Resolution approving the purchase of eight hundred (800) 3 cubic yard residential refuse containers, three hundred (300) 3.5 cubic yard commercial refuse containers, and five (5) Roll-Off open top construction refuse containers from Roll-Offs USA through Buyboard 686-22 for a cost of $828,400.00 for the Solid Waste Department.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$828,400 is available in the FY23 Sanitation Fund Operating Budget.

**Discussion:**

Staff recommends the purchase of eight hundred (800) 3 cubic yard residential refuse containers, three hundred (300) 3.5 cubic yard commercial refuse containers, and five (5) Roll-Off open top construction refuse containers from Roll-Offs USA through Buyboard 686-22. We are members of the Buyboard cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law

requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Jeffery Ahrlett, Director of Solid Waste, for more information.

Therefore, please consider a resolution approving the purchase of eight hundred (800) 3 cubic yard residential refuse containers, three hundred (300) 3.5 cubic yard commercial refuse containers, and five (5) Roll-Off open top construction refuse containers for the Solid Waste Department with Roll-Offs USA of Durant, Oklahoma through Buyboard contract 686-22 for a cost of $828,400.00.

Tina Jaug

City Manager's Office

MIDLAND
Solid Waste

***INTEROFFICE MEMORANDUM***

**TO:** **Erika Martinez, Purchasing Manager**

**FROM:** **Jeffery Ahrlett, Director of Solid Waste**

**SUBJECT:** **Refuse Containers**

**DATE:** **March 7, 2023**

Solid Waste is seeking approval to purchase new refuse containers. Included in this purchase are the following:

(800) 3 cubic yard residential containers

(300) 3.5 cubic yard commercial containers

(5) Roll-Off open-top construction containers

These refuse containers will be utilized as replacement containers for old, rusted, and dilapidated, as well as additional ones to service new accounts.

The containers will be purchased from Roll-Offs USA. The City has ordered containers from Roll-Offs USA for many years. The containers meet standards and are proven to last. Funds for the purchase are included in the FY2023 budget.

Please consider a resolution approving the purchase of eight hundred (800) 3 cubic yard residential containers, three hundred (300) 3.5 cubic yard commercial containers, and five (5) Roll-off open-top construction containers in the amount of $828,400.00.

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE PURCHASE OF EIGHT HUNDRED (800) THREE (3) CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL REFUSE CONTAINERS AND FIVE (5) ROLL-OFF OPEN TOP CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD AT A TOTAL COST OF $828,400.00**

**WHEREAS**, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

**WHEREAS**, Roll-Offs USA has submitted a total proposed cost to the City of $828,400.00 for the purchase of eight hundred (800) three (3) cubic yard residential refuse containers, three hundred (300) three and a half (3.5) cubic yard commercial refuse containers and five (5) roll-off open top construction refuse containers through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

**WHEREAS**, the Council finds the price proposed by Roll-Offs USAS through Buyboard for the purchase of said refuse containers to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to provide for the purchase of said refuse containers from Roll-Offs USA through Buyboard;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the City Manager is hereby authorized and directed to provide for the purchase eight hundred (800) three (3) cubic yard residential refuse containers, three hundred (300) three and a half (3.5) cubic yard commercial refuse containers and five (5) roll-off open top construction refuse containers from Roll-Offs USA through Buyboard at a total cost of $828,400.00.

**SECTION TWO.** That funding is available in the FY23 Sanitation Fund Operating

Budget.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Roll-Offs USA, an amount not to exceed $828,400.00 from available funds 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

**Order Number:** 0047625
**Order Date:** 3/6/2023

**Salesperson:** HOUS
**Customer Number:** MID CIT

**Sold To:**
CITY OF MIDLAND
ACCOUNTS PAYABLE
P.O. BOX 1152
MIDLAND, TX 79702-1152

**Ship To:**
CITY OF MIDLAND
SOLID WASTE DIVISION
600 N. CARVER
#5
Midland, TX 79701

**Confirm To:**
Jeffery Ahrlett 432-685-7275

| Customer P.O. | Ship VIA | F.O.B. | Terms |
|---|---|---|---|
| | ROT | | NET 30 |

| Item Number | Unit | Ordered | Shipped | Back Order | Price | Amount |
|---|---|---|---|---|---|---|
| S3H | ONE | 800.000 | 0.000 | 0.000 | 645.000 | 516,000.00 |
| 3YD SIDE LOADER | | | Whse: 000 | | | |
| SN: TBD | | | | | | |
| **Bill Option 1 Option** | A4 | MIDLAND TAN | | | | |
| **Bill Option 2 Option** | 07 | MIDLAND SPEC PAKMOR | | | | |
| **Bill Option 3 Option** | 11 | 1/2 ML - 1/4" 29 X 27 | | | | |
| **Bill Option 5 Option** | 03 | MIDLAND SPEC BUMPER PAD | | | | |
| 3YD SIDE LOADER | | | | | | |
| 1/2 METAL 2 PIECE PLASTIC LIDS (1/4" PLASTIC LIDS) | | | | | | |
| S3.5H | ONE | 300.000 | 0.000 | 0.000 | 710.000 | 213,000.00 |
| 3.5YD SIDE LOADER | | | Whse: 000 | | | |
| SN: TBD | | | | | | |
| **Bill Option 1 Option** | A4 | MIDLAND TAN | | | | |
| **Bill Option 2 Option** | 07 | MIDLAND SPEC PAKMOR | | | | |
| **Bill Option 3 Option** | 05 | | | | | |
| **Bill Option 4 Option** | 01 | | | | | |
| **Bill Option 6 Option** | 03 | MIDLAND SPEC BUMPER PAD | | | | |
| 3.5YD SIDE LOADER | | | | | | |
| 1/2 METAL 2 PIECE PLASTIC LIDS (1/4" PLASTIC LIDS) | | | | | | |
| ALL CONTAINERS: | | | | | | |
| L SHAPE BRACKETS | | | | | | |
| PAKMORE W/6" PIN | | | | | | |
| WELD ON THEIR SERIAL NUMBERS ON CANS | | | | | | |
| COLOR: MIDLAND TAN | | | | | | |
| BUILD TO SPECS | | | | | | |
| RR30H | ONE | 5.000 | 0.000 | 0.000 | 5,600.000 | 28,000.00 |
| 30YD HD RECT | | | Whse: 000 | | | |
| SN: TBD | | | | | | |

Continued

# Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

**Order Number:** 0047625
**Order Date:** 3/6/2023

**Salesperson:** HOUS
**Customer Number:** MID CIT

**Sold To:**
CITY OF MIDLAND
ACCOUNTS PAYABLE
P.O. BOX 1152
MIDLAND, TX 79702-1152

**Ship To:**
CITY OF MIDLAND
SOLID WASTE DIVISION
600 N. CARVER
#5
Midland, TX 79701

**Confirm To:**
Jeffery Ahrlett 432-685-7275

| Customer P.O. | Ship VIA | F.O.B. | Terms |
|---|---|---|---|
| | ROT | | NET 30 |

| Item Number | Unit | Ordered | Shipped | Back Order | Price | Amount |
|---|---|---|---|---|---|---|
| Bill Option 1 Option | A4 | MIDLAND TAN | | | | |
| Bill Option 4 Option | 01 | HD RECT FLOOR | | | | |
| | | 30YD HD DUTY RECTANGLE | | | | |
| | | COLOR: MIDLAND TAN | | | | |
| | | BUYBOARD CONTRACT PRICING | | | | |
| | | BUYBOARD CONTRACT 686-22 | | | | |
| | | VOLUME/ MATERIAL DISCOUNT APPLIED | | | | |
| | | ONSITE CONTACT: Ismael Guzman 432-685-7449 | | | | |
| | | FREIGHT - $2100 A LOAD @ 34 LOADS | | | | |
| | | QUOTE VALID FOR 14 DAYS | | | | |

| | |
|---|---|
| Net Order: | 757,000.00 |
| Less Discount: | 0.00 |
| Freight: | 71,400.00 |
| Sales Tax: | 0.00 |
| Order Total: | 828,400.00 |

# City Council Meeting

**Item Number:** 12

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY KOPPL SERVICES, INC., FOR A TOTAL COST OF $342,868.76 (DISTRICT 4) (GENERAL SERVICES)

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**Purpose:**

Resolution ratifying the purchase and approving payment for the emergency repair of the water main along Hwy 158 performed by Koppl Services, Inc. for a total cost of $342,868.76.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funds are available in the FY23 Water & Sewer Fund Operating Budget.

**Discussion:**

Koppl Services, Inc. was called for the emergency repair of the water main along Hwy 158 which included installing new valves and replacing the broken section of a 30” main. Having to cut in the repair while water was still flowing in the pipe required a specialty construction of two 30” double line stops increasing the cost of repair. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for the emergency repair of the water main along Hwy 158 performed by Koppl Services, Inc. of Montebello, California for a total cost of $342,868.76.

Tina Dawg

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Munoz, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a Resolution Ratifying the Emergency Water Main repair performed by Koppl Services, Inc

**DATE:** March 28, 2023

A contractor ruptured the 30" water main running along HWY 158 causing the City's Tbar water source to need to be shut down. The line is a concrete-wrapped steel line that can not be mended by local contractors, also the water flow to the break could not be shut down because of the age of the valves. Koppl was called in to install new valves and replace the broken section of 30" main. Having to cut in the repair while water is still flowing in the pipe required a specialty construction of two 30" double line stops increasing the cost of repair.

Koppl construction provided their services on the repair of the water main and installation of the valves. The cost for Koppl to perform the repairs was $342,868.76. Utilities request Council to ratify the construction costs of $342,868.76. The repair cost will be paid out of the Utilities' maintenance of the water main line item (300335 54930).

**RESOLUTION NO. _____**

**RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY KOPPL SERVICES, INC., FOR A TOTAL COST OF $342,868.76**

**WHEREAS,** a thirty inch water main running along Highway 158 ruptured; and

**WHEREAS,** Koppl Services, Inc., was an emergency utility contractor called on to install new valves and replace the broken section of the thirty inch water main; and

**WHEREAS,** Koppl Services, Inc., agreed to provide the emergency services for a total cost of $342,868.76 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

**WHEREAS,** the City Council finds and determines that said unforeseen damage to said water main constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

**WHEREAS**, the City Council finds it to be in the public interest to ratify and approve the payment for emergency services provided by Koppl Services, Inc., for a total cost of $342,868.76;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the payment for emergency services by Koppl Services, Inc., at a total cost of $342,868.76, is hereby ratified and approved.

**SECTION TWO.** That funding is available in the FY23 Water & Sewer Fund Operating Budget.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Koppl Services, Inc., an amount not to exceed $342,868.76 from available funds 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

**Koppl Pipeline Services, Inc.**
dba Koppl Services
1228 Date Street
Montebello, CA 90640-6373
Phone • 323-888-2211 Fax • 323-888-2232
www.koppl.com

# Invoice

| Date | Invoice # |
|---|---|
| 2/27/2023 | 25949TX |

**Bill To:**

Red Deer Construction LLC
P.O. Box 51473
Midland, TX 79710

**Job Location:**

SH-158
Midland, TX 79707

| KPS Job No. | Customer PO Number | FOB | Tech | Ship Date | Terms | Due Date |
|---|---|---|---|---|---|---|
| HOU23009 | 800-026 | Midland, TX | JT | 2/24/2023 | Net 30 | 3/29/2023 |

| Qty | Description of Service | Price Each | Amount |
|---|---|---|---|
| | Labor & Equipment to Complete: | | |
| 2 | 30" Double Line Stops on an Existing B303 Water Line | 107,083.46 | 214,166.92 |
| 4 | 30" KPE x MJ - Mortar Lined. Weld-on MJ adapters to allow contractor to make an MJ connection to Bar-Wrap Pipe. Welding Included. | 9,921.36 | 39,685.44 |
| 1 | 6ft 30" Repair Section - Mortar Lined. Once Isolated, the damaged area will be cut out and replaced with 30" permanent repair section. Welding and materials included. | 29,216.40 | 29,216.40 |
| 2 | 30" Butterfly MJ x MJ Valves | 22,000.00 | 44,000.00 |
| 1 | Mobilization Charge to Jobsite / City would not allow work to take place due to freezing temperatures | 1,800.00 | 1,800.00 |
| 16 | Standby Charge for (5) Techs: Onsite for two days waiting on the city to allow us to work before decision was made to remobilize the following week. *$175 per Koppl employee per hour x 5 = $875.00 Per Hour* | 875.00 | 14,000.00 |

**Total** **$342,868.76**

**Remit To:**
**Koppl Services, Inc.**
**1228 Date Street**
**Montebello, CA 90640**

# City Council Meeting

**Item Number:** 13

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $333,613.72 (DISTRICT 4) (GENERAL SERVICES)

---

**Purpose:**

Resolution ratifying the purchase and approving payment for the emergency repair of the water main along Hwy 158 performed by Red Deer Construction for a total cost of $333,613.72.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funds are available in the FY23 Water & Sewer Fund Operating Budget.

**Discussion:**

Red Deer Construction was called for the emergency repair of the water main along Hwy 158. Red Deer assisted Koppl Services Inc. by performing all crane operations, all excavation, and trench safety and provided standard supplies. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for the emergency repair of the water main along Hwy 158 performed by Red Deer Construction of Midland, Texas for a total cost of $333,613.72.

Tina Dawg

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a Resolution Ratifying the Emergency Water Main repair performed by Red Deer Construction

**DATE:** March 28, 2023

A contractor ruptured the 30" water main running along HWY 158 causing the City's Tbar water source to need to be shut down. The line is a concrete-wrapped steel line that can not be mended by local contractors, also the water flow to the break could not be shut down because of the age of the valves. Koppl was called in to install new valves and replace the broken section of the 30" main. Red Deer assisted Koppl by performing all crane operations, all excavation, and trench safety and provided standard supplies.

Red Deer provided their services in assisting with the repair of the water main and installation of the valves. The cost for Red Deer to perform the repairs was $333,613.72. Utilities request Council to ratify the construction costs of $333,613.72. The repair cost will be paid out of the Utilities' maintenance of the water main line item (300335 54930).

**RESOLUTION NO. _____**

**RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $333,613.72**

**WHEREAS,** a thirty inch water main running along Highway 158 ruptured; and

**WHEREAS,** Red Deer Construction, LLC, was an emergency utility contractor called on to perform all crane operations, all excavation, trench safety and provide standard supplies; and

**WHEREAS,** Red Deer Construction, LLC, agreed to provide the emergency services for a total cost of $333,613.72 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

**WHEREAS,** the City Council finds and determines that said unforeseen damage to said water main constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

**WHEREAS**, the City Council finds it to be in the public interest to ratify and approve the payment for emergency services provided by Red Deer Construction, LLC, for a total cost of $333,613.72;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the payment for emergency services by Red Deer Construction, LLC, at a total cost of $333,613.72, is hereby ratified and approved.

**SECTION TWO.** That funding is available in the FY23 Water & Sewer Fund Operating Budget.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Red Deer Construction, LLC, an amount not to exceed $333,613.72 from available funds 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

**Red Deer Construction, LLC**
PO Box 51473
Midland, TX 79710 US
432-695-4420

# Invoice

**BILL TO**
City of Midland Utility

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|---|---|---|---|---|---|
| 1079 | 03/01/2023 | $333,613.72 | 03/01/2023 | Due on receipt | |

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **Water Main Repair** | 1/17/2023 Hydro Excavated and spotted the 30" concrete cylinder line in multiple locations and cleared the ROW for access Labor: $4,620.00, Equipment: $4,725.00 | 1 | 9,345.00 | 9,345.00 |
| **Water Main Repair** | 1/18/2023 Completed the hydro excavating/spotting the 30" line, hauled in the more equipment, and began to excavate out the pipe in the areas needed for the valves and line stops. Labor: $5,650.00, Materials: $1,200.00, Equipment: $8,650.00 | 1 | 15,500.00 | 15,500.00 |
| **Water Main Repair** | 1/19/2023 Continued to dig our the bell holes for the line stops and valves. Labor: $3,700.00, Equipment: $7,400.00 | 1 | 11,100.00 | 11,100.00 |
| **Water Main Repair** | 1/20/2023 Continued to dig our the bell holes for the line stops and valves. | 1 | 10,310.00 | 10,310.00 |



Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | Labor: $2,660.00, Equipment: $7,650.00 | | | |
| **Water Main Repair** | 1/23/2023 Continued to dig our the bell holes for the line stops and valves and started screening the ditch spoils to remove the rock. Labor: $3,000.00, Equipment: $8,000.000 | 1 | 11,000.00 | 11,000.00 |
| **Water Main Repair** | 1/24/2023 Continued to dig our the bell holes for the line stops and valves and started screening the ditch spoils to remove the rock. Labor: $2,600.00, Equipment: $8,000.00 | 1 | 10,600.00 | 10,600.00 |
| **Water Main Repair** | 1/25/2023 Finished digging the last of the bell holes and continued to screen rock. Labor: $2,420.00, Equipment: $6,800.00 | 1 | 9,220.00 | 9,220.00 |
| **Water Main Repair** | 1/30/2023 Took delivery, unloaded, and staged of all materials for the line stop operation. Labor: $700.00, Equipment: $1,375.00 | 1 | 2,075.00 | 2,075.00 |
| **Water Main Repair** | 2/13/2023 Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials. Labor: $3,480.00, Equipment: $7,050.00 | 1 | 10,530.00 | 10,530.00 |
| **Water Main Repair** | 2/14/2023 Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials. Labor: $3,515.00, Materials :$65.63, Equipment; | 1 | 10,305.63 | 10,305.63 |



Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | $6,725.00 | | | |
| **Water Main Repair** | 2/15/2023 Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials. We also hauled 10 loads of backfill materials from the north side of the project to the south side and began to build the concrete forms for the line stops. Labor $7,830.00, Materials: $3,364.00, Equipment: $7,350.00 | 1 | 18,544.00 | 18,544.00 |
| **Water Main Repair** | 2/16/2023 Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials. We also continued to build and install concrete forms and finished the day with pouring 27 cubic yards of concrete to build the supports and thrust blocks for the line stops. Labor: $6,560.00, Materials $9,092.94, Equipment: $5,400.00 | 1 | 21,052.94 | 21,052.94 |
| **Water Main Repair** | 2/17/2022 Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials. We also continued to build and install concrete forms and finished the day with pouring 27 cubic yards of concrete to build the supports and thrust blocks for the line stops. Labor: $4,150.00, Materials | 1 | 18,920.00 | 18,920.00 |



Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | $8,470.00, Equipment: $6,300.00 | | | |
| **Water Main Repair** | 2/21/2023 Took delivery of the 30" mega lugs that were shipped from Houston, screened materials, and hauled material 5 loads of backfill dirt into the project and hauled 4 loads of oversized rock off of the jobsite. Labor: $1,430.00, Equipment: $3,300.00 | 1 | 4,730.00 | 4,730.00 |
| **Water Main Repair** | 2/22/2023 Provided support for the Kopple crews and crane installing the first line stop and 30" butterfly valve. We continued to screen material and started to add water to the dry backfill material to prepare for backfill. Labor: $3,480.00, Equipment; $5,475.00 | 1 | 8,955.00 | 8,955.00 |
| **Water Main Repair** | 2/23/2023 Provided support for the Kopple crews and crane installing the second line stop and 30" butterfly valve. We continued to screen material and started to add water to the dry backfill material to prepare for backfill. Labor: $2,990.00, Equipment; $4,600.00 | 1 | 7,590.00 | 7,590.00 |
| **Water Main Repair** | 2/24/2023 Provided support for the Kopple crews and crane in removing and replacing the damaged section of pipe that had been hit by a bull dozer. The 30" line repair is now complete except final clean up and backfill. We continued to add water to the dry backfill material to and started backfill on | 1 | 64,480.46 | 64,480.46 |



Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | the southern line stop locations and added the concrete supports to both 30" valves. Labor: $6,490.00, Materials: $44,815.46, Equipment: $13,175.00 | | | |
| **Water Main Repair** | 2/27/2023 Returned all rented equipment, removed forms from the support/thrust blocks on the line stops, wrapped the valves in plastic, poured concrete supports under the new 30" valves, backfilled at line stop locations, applied replacement mortar to the pipe at the weld joints, and hauled 7 loads of oversized rock off of the project. Labor: $7,675.00, Materials: $3,062.25, Equipment; $10,450.00 | 1 | 21,187.25 | 21,187.25 |
| **Water Main Repair** | 2/28/2023 Completed the final concrete pours under and around the new valves, bedded the new section of pipe with gravel, processed water into the backfill materials, backfilled, and hauled 7 loads of oversized material off of the job site. Labor: $5,265.00, Materials: $24,753.44, Equipment; $8,600.00 | 1 | 38,618.44 | 38,618.44 |
| **Water Main Repair** | 3/1/2023 Set the new manhole vaults over the 30" valves, processed material, backfilled and compacted, and hauled off all excess materials and trash off the project. Labor: $5,425.00, | 1 | 12,575.00 | 12,575.00 |



Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | Equipment: $7,150.00 | | | |
| **Water Main Repair** | 3/2/2023 Hauled equipment no longer needed off the project, hauled trimmed off sections of the manholes off the project, continued backfill and compaction, and shut down early due to extremely high winds making it unsafe to continue to work. Labor: $3,305.00, Equipment: $4,720.00 | 1 | 8,025.00 | 8,025.00 |
| **Water Main Repair** | 3/3/2023 Continued processing, screening, backfilling, and compaction material. Labor: $2,940.00, Equipment; $6,010.00 | 1 | 8,950.00 | 8,950.00 |

| | |
|---|---|
| SUBTOTAL | 333,613.72 |
| TAX | 0.00 |
| TOTAL | 333,613.72 |
| BALANCE DUE | **$333,613.72** |



Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

# 800-026 30" Pipe and Valves

| | |
|---|---|
| Tuesday, January 17, 2023 | $9,345.00 |
| Wednesday, January 18, 2023 | $15,500.00 |
| Thursday, January 19, 2023 | $11,100.00 |
| Friday, January 20, 2023 | $10,310.00 |
| Monday, January 23, 2023 | $11,000.00 |
| Tuesday, January 24, 2023 | $10,600.00 |
| Wednesday, January 25, 2023 | $9,220.00 |
| Monday, January 30, 2023 | $2,075.00 |
| Monday, February 13, 2023 | $10,530.00 |
| Tuesday, February 14, 2023 | $10,305.63 |
| Wednesday, February 15, 2023 | $18,544.00 |
| Thursday, February 16, 2023 | $21,052.94 |
| Friday, February 17, 2023 | $18,920.00 |
| Tuesday, February 21, 2023 | $4,730.00 |
| Wednesday, February 22, 2023 | $8,955.00 |
| Thursday, February 23, 2023 | $7,590.00 |
| Friday, February 24, 2023 | $64,480.46 |
| Monday, February 27, 2023 | $21,187.25 |
| Tuesday, February 28, 2023 | $38,618.44 |
| Wednesday, March 1, 2023 | $12,575.00 |
| Thursday, March 2, 2023 | $8,025.00 |
| Friday, March 3, 2023 | $8,950.00 |
| | **$333,613.72** |

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Tuesday, January 17, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 10.5 | $100.00 |
| Max Beaza | Forman | 10.5 | $75.00 |
| Raitavian Evans | Laborer | 10.5 | $50.00 |
| Greg Webster | Laborer | 10.5 | $50.00 |
| Gino Valdez | Laborer | 10.5 | $50.00 |
| Jorge Quinones | Laborer | 10.5 | $50.00 |
| Mario Fernandez | Operator | 10.5 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 10.5 | $175.00 |
| Vac-Tron Hydro Excavator | | 10.5 | $125.00 |
| Crew Truck 112 | | 10.5 | $50.00 |
| Crew Truck 105 | | 10.5 | $50.00 |
| Crew Truck 106 | | 10.5 | $50.00 |

**Notes**

Hydro excavated and spotted the 30" concrete cylinder line in multiple locations and cleared the ROW for accesses.

**Total labor cost for the day - $4,620.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $4,725.00**

**Total cost of repair for the day - $9,345.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Wednesday, January 18, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 10 | $100.00 |
| Max Beaza | Forman | 10 | $75.00 |
| Robert Chesney Jr. | Forman | 10 | $75.00 |
| Raitavian Evans | Laborer | 10 | $50.00 |
| Greg Webster | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Bryce Hart | Laborer | 10 | $50.00 |
| Mario Fernandez | Operator | 10 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Cherry Transport Invoice # 39757 | | |
| | $1,200.00 | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Vac-Tron Hydro Excavator | | 10 | $125.00 |
| Caterpillar 315 Excavator w/hammer | | 8 | $225.00 |
| Kobelco 300 Excavator | | 6 | $225.00 |
| Caterpillar 430F Backhoe | | 8 | $125.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Crew Truck 106 | | 10 | $50.00 |

## Notes

Completed the hydro excavating/spotting the 30" line, hauled in the more equipment, and began to excavate out the pipe in the areas needed for the valves and line stops.

**Total labor cost for the day - $5,650.00**

**Total materials cost for the day - $1,200.00**

**Total equipment Cost for the day - $8,650.00**

**Total cost of repair for the day - $15,500.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, January 19, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 8 | $100.00 |
| Max Beaza | Forman | 10 | $75.00 |
| Raitavian Evans | Laborer | 10 | $50.00 |
| Greg Webster | Laborer | 10 | $50.00 |
| Bryce Hart | Laborer | 5 | $50.00 |
| Mario Fernandez | Operator | 10 | $65.00 |
| AJ Garcia | Laborer | 5 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 8 | $225.00 |
| Kobelco 300 Excavator | | 6 | $225.00 |
| Caterpillar 430F Backhoe | | 8 | $125.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Crew Truck 106 | | 10 | $50.00 |

## Notes

Continued to dig our the bell holes for the line stops and valves.

**Total labor cost for the day - $3,700.00**

**Total materials cost for the day - $00.00**

**Total equipment Cost for the day - $7,400.00**

**Total cost of repair for the day - $11,100.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Friday, January 20, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 5 | $100.00 |
| Max Beaza | Forman | 9 | $75.00 |
| Raitavian Evans | Laborer | 9 | $50.00 |
| Greg Webster | Laborer | 9 | $50.00 |
| Mario Fernandez | Operator | 9 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 9 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 9 | $225.00 |
| Kobelco 300 Excavator | | 9 | $225.00 |
| Caterpillar 430F Backhoe | | 9 | $125.00 |
| Crew Truck 112 | | 9 | $50.00 |
| Crew Truck 105 | | 9 | $50.00 |

**Notes**

Continued to dig our the bell holes for the line stops and valves.

**Total labor cost for the day - $2,660.00**

**Total materials cost for the day - $00.00**

**Total equipment Cost for the day - $7,650.00**

**Total cost of repair for the day - $10,310.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Monday, January 23, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 6 | $100.00 |
| Max Beaza | Forman | 10 | $75.00 |
| Raitavian Evans | Laborer | 10 | $50.00 |
| Greg Webster | Laborer | 10 | $50.00 |
| Mario Fernandez | Operator | 10 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 10 | $225.00 |
| Kobelco 300 Excavator | | 10 | $225.00 |
| Caterpillar 430F Backhoe | | 6 | $125.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |

**Notes**

Continued to dig our the bell holes for the line stops and valves and started screening the ditch spoils to remove the rock.

**Total labor cost for the day - $3,000.00**

**Total materials cost for the day - $00.00**

**Total equipment Cost for the day - $8,000.00**

**Total cost of repair for the day - $11,000.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Tuesday, January 24, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 2 | $100.00 |
| Max Beaza | Forman | 10 | $75.00 |
| Raitavian Evans | Laborer | 10 | $50.00 |
| Greg Webster | Laborer | 10 | $50.00 |
| Mario Fernandez | Operator | 10 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 10 | $225.00 |
| Kobelco 300 Excavator | | 10 | $225.00 |
| Caterpillar 430F Backhoe | | 6 | $125.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |

**Notes**

Continued to dig our the bell holes for the line stops and valves and started screening the ditch spoils to remove the rock.

**Total labor cost for the day - $2,600.00**

**Total materials cost for the day - $00.00**

**Total equipment Cost for the day - $8,000.00**

**Total cost of repair for the day - $10,600.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Wednesday, January 25, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 5 | $100.00 |
| Max Beaza | Forman | 8 | $75.00 |
| Raitavian Evans | Laborer | 8 | $50.00 |
| Greg Webster | Laborer | 8 | $50.00 |
| Mario Fernandez | Operator | 8 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 8 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 8 | $225.00 |
| Kobelco 300 Excavator | | 8 | $225.00 |
| Caterpillar 430F Backhoe | | 8 | $125.00 |
| Crew Truck 112 | | 8 | $50.00 |
| Crew Truck 105 | | 8 | $50.00 |

**Notes**

Finished digging the last of the bell holes and continued to screen rock.

**Total labor cost for the day - $2,420.00**

**Total materials cost for the day - $00.00**

**Total equipment Cost for the day - $6,800.00**

**Total cost of repair for the day - $9,220.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Monday, January 30, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Max Beaza | Forman | 5 | $75.00 |
| Dakota Spencer | Operator | 5 | $65.00 |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 5 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 0 | $225.00 |
| Kobelco 300 Excavator | | 0 | $225.00 |
| Caterpillar 430F Backhoe | | 0 | $125.00 |
| Crew Truck 112 | | 5 | $50.00 |
| Crew Truck 105 | | 5 | $50.00 |

**Notes**

Took delivery, unloaded, and staged of all materials for the line stop operation.

**Total labor cost for the day - $700.00**

**Total materials cost for the day - $00.00**

**Total equipment Cost for the day - $1,375.00**

**Total cost of repair for the day - $2,075.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Monday, February 13, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 12 | $100.00 |
| Max Beaza | Forman | 12 | $75.00 |
| Dakota Spencer | Operator | 12 | $65.00 |
| AJ Garcia | Laborer | 12 | $50.00 |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 12 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 5 | $225.00 |
| Kobelco 300 Excavator | | 5 | $225.00 |
| Caterpillar 430F Backhoe | | 12 | $125.00 |
| Crew Truck 112 | | 12 | $50.00 |
| Crew Truck 105 | | 12 | $50.00 |

**Notes**

Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials.

**Total labor cost for the day - $3,480.00**

**Total materials cost for the day - $00.00**

**Total equipment Cost for the day - $7,050.00**

**Total cost of repair for the day - $10,530.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Tuesday, February 14, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 8 | $100.00 |
| Dakota Spencer | Operator | 11 | $65.00 |
| AJ Garcia | Laborer | 11 | $50.00 |
| Jonathan Lopez | Foreman | 5 | $75.00 |
| Javier Calderon | Laborer | 5 | $50.00 |
| Villi Garcia | Laborer | 5 | $50.00 |
| Nelson Arana | Laborer | 5 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 5 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Benmark Invoice # 3343045 | | |
| | $65.63 | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 11 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 5 | $225.00 |
| Kobelco 300 Excavator | | 5 | $225.00 |
| Caterpillar 430F Backhoe | | 11 | $125.00 |
| Crew Truck 112 | | 11 | $50.00 |
| Crew Truck 105 | | 5 | $50.00 |
| Freightliner 12 yd Dump Truck | | 5 | $75.00 |

**Notes**

Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials.

**Total labor cost for the day - $3,515.00**

**Total materials cost for the day - $65.63**

**Total equipment Cost for the day - $6,725.00**

**Total cost of repair for the day - $10,305.63**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Wednesday, February 15, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 13.5 | $100.00 |
| Robert Chesney Jr. | Foreman | 13.5 | $75.00 |
| Dakota Spencer | Operator | 13.5 | $65.00 |
| AJ Garcia | Laborer | 13.5 | $50.00 |
| Jonathan Lopez | Foreman | 13.5 | $75.00 |
| Javier Calderon | Laborer | 13.5 | $50.00 |
| Villi Garcia | Laborer | 13.5 | $50.00 |
| Nelson Arana | Laborer | 13.5 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 13.5 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Wooden form building materials | | |
| | $3,364.00 | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 13.5 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 2 | $225.00 |
| Kobelco 300 Excavator | | 2 | $225.00 |
| Caterpillar 430F Backhoe | | 13.5 | $125.00 |
| Crew Truck 112 | | 13.5 | $50.00 |
| Crew Truck 105 | | 13.5 | $50.00 |
| Crew Truck 106 | | 13.5 | $50.00 |
| Freightliner 12 yd Dump Truck | | 5 | $75.00 |

## Notes

Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials.

We also hauled 10 loads of backfill materials from the north side of the project to the south side and began to build the concrete forms for the line stops.

**Total labor cost for the day - $7,830.00**

**Total materials cost for the day - $3,364.00**

**Total equipment Cost for the day - $7,350.00**

**Total cost of repair for the day - $18,544.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, February 16, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 8 | $100.00 |
| Robert Chesney Jr. | Foreman | 12 | $75.00 |
| Dakota Spencer | Operator | 12 | $65.00 |
| AJ Garcia | Laborer | 12 | $50.00 |
| Jonathan Lopez | Foreman | 12 | $75.00 |
| Javier Calderon | Laborer | 12 | $50.00 |
| Villi Garcia | Laborer | 12 | $50.00 |
| Nelson Arana | Laborer | 12 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 12 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | United Rentals Rental Invoice # 215121322-001 | | |
| | $3,068.56 | | |
| | Troy Vines Invoice # 374039 | | |
| | $6,024.38 | | |
| | Total = $9,092.94 | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 12 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 0 | $225.00 |
| Kobelco 300 Excavator | | 0 | $225.00 |
| Caterpillar 430F Backhoe | | 12 | $125.00 |
| Crew Truck 112 | | 12 | $50.00 |
| Crew Truck 105 | | 12 | $50.00 |
| Crew Truck 106 | | 12 | $50.00 |
| Freightliner 12 yd Dump Truck | | 0 | $75.00 |

## Notes

Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials.

We also continued to build and install concrete forms and finished the day with pouring 27 cubic yards of concrete to build the supports and thrust blocks for the line stops.

**Total labor cost for the day - $6,560.00**

**Total materials cost for the day - $9,092.94**

**Total equipment Cost for the day - $5,400.00**

**Total cost of repair for the day - $21,052.94**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Friday, February 17, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Foreman | 10 | $75.00 |
| Dakota Spencer | Operator | 10 | $65.00 |
| AJ Garcia | Laborer | 10 | $50.00 |
| Jonathan Lopez | Foreman | 10 | $75.00 |
| Javier Calderon | Laborer | 10 | $50.00 |
| Villi Garcia | Laborer | 10 | $50.00 |
| Nelson Arana | Laborer | 10 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Fortline - 30" mega lugs paid by Credit Card | | |
| | $8,470.00 | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 3 | $225.00 |
| Kobelco 300 Excavator | | 5 | $225.00 |
| Caterpillar 430F Backhoe | | 10 | $125.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Crew Truck 106 | | 10 | $50.00 |
| Freightliner 12 yd Dump Truck | | 0 | $75.00 |

## Notes

Provided support to the welders from Koppel as they were welding on saddles for the line stops and continued to screen backfill materials.

We also continued to build and install concrete forms and finished the day with pouring 27 cubic yards of concrete to build the supports and thrust blocks for the line stops.

**Total labor cost for the day - $4,150.00**

**Total materials cost for the day - $8,470.00**

**Total equipment Cost for the day - $6,300.00**

**Total cost of repair for the day - $18,920.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Tuesday, February 21, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Sr. | CDL Driver | 11 | $65.00 |
| Dakota Spencer | Operator | 11 | $65.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 11 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 0 | $225.00 |
| Kobelco 300 Excavator | | 0 | $225.00 |
| Caterpillar 430F Backhoe | | 0 | $125.00 |
| Crew Truck 112 | | 0 | $50.00 |
| Crew Truck 105 | | 0 | $50.00 |
| Crew Truck 106 | | 11 | $50.00 |
| Freightliner 12 yd Dump Truck | | 11 | $75.00 |

**Notes**

Took delivery of the 30" mega lugs that were shipped from Houston, screened materials, and hauled material 5 loads of backfill dirt into the project and hauled 4 loads of oversized rock off of the jobsite.

**Total labor cost for the day - $1,430.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $3,300.00**

**Total cost of repair for the day - $4,730.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Wednesday, February 22, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Foreman | 12 | $75.00 |
| Dakota Spencer | Operator | 12 | $65.00 |
| Bryce Hart | Laborer | 12 | $50.00 |
| Greg Webster | Laborer | 12 | $50.00 |
| Villi Medrano | Laborer | 12 | $50.00 |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 12 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 0 | $225.00 |
| Kobelco 300 Excavator | | 3 | $225.00 |
| Caterpillar 430F Backhoe | | 0 | $125.00 |
| Crew Truck 112 | | 12 | $50.00 |
| Crew Truck 105 | | 12 | $50.00 |
| Water trailer | | 12 | $50.00 |
| 4" Water Pump | | 12 | $75.00 |

## Notes

Provided support for the Kopple crews and crane installing the first line stop and 30" butterfly valve. We continued to screen material and started to add water to the dry backfill material to prepare for backfill.

**Total labor cost for the day - $3,480.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $5,475.00**

**Total cost of repair for the day - $8,955.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, February 23, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Foreman | 11 | $75.00 |
| Dakota Spencer | Operator | 11 | $65.00 |
| Bryce Hart | Laborer | 11 | $50.00 |
| Greg Webster | Laborer | 6 | $50.00 |
| Villi Medrano | Laborer | 6 | $50.00 |
| Jorge Quinones | Laborer | 6 | $50.00 |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 11 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 0 | $225.00 |
| Kobelco 300 Excavator | | 2 | $225.00 |
| Caterpillar 430F Backhoe | | 0 | $125.00 |
| Crew Truck 112 | | 11 | $50.00 |
| Crew Truck 105 | | 6 | $50.00 |
| Water trailer | | 11 | $50.00 |
| 4" Water Pump | | 11 | $75.00 |

**Notes**

Provided support for the Kopple crews and crane installing the second line stop and 30" butterfly valve. We continued to screen material and started to add water to the dry backfill material to prepare for backfill.

**Total labor cost for the day - $2,990.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $4,600.00**

**Total cost of repair for the day - $7,590.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Friday, February 24, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 9 | $100.00 |
| Robert Chesney Jr. | Foreman | 17 | $75.00 |
| Max Beaza | Foreman | 17 | $75.00 |
| Dakota Spencer | Operator | 17 | $65.00 |
| Gino Valdez | Laborer | 9 | $50.00 |
| AJ Garcia | Laborer | 9 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 9 | $65.00 |
| Bryce Hart | Laborer | 9 | $50.00 |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | Bragg Crane Invoice # 218617 | | |
| | | | |
| | PB Materials Invoice #s 436117,436118 | | |
| | 160 tons of gravel | | |
| | | | |
| | Benmark Invoice # 3344454 | | |
| | Manholes for 30" valve vaults | | |
| | | | |
| | Lowes Concrete receipt | | |
| | Total = $44,815.46 | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Komatsu 250 Wheel Loader | | 17 | $175.00 |
| Caterpillar 315 Excavator w/hammer | | 0 | $225.00 |
| Kobelco 300 Excavator | | 5 | $225.00 |
| Caterpillar 430F Backhoe | | 17 | $125.00 |
| Crew Truck 112 | | 17 | $50.00 |
| Crew Truck 105 | | 9 | $50.00 |
| Water trailer | | 11 | $50.00 |
| 4" Water Pump | | 17 | $75.00 |
| 10" Water Pump | | 17 | $225.00 |

Provided support for the Kopple crews and crane in removing and replacing the damaged section of pipe that had been hit by a bull dozer.

The 30" line repair is now complete except final clean up and backfill. We continued to add water to the dry backfill material to and started

backfill on the southern line stop locations and added the concrete supports to both 30" valves.

**Total labor cost for the day - $6,490.00**

**Total materials cost for the day - $44,815.46**

**Total equipment Cost for the day - $13,175.00**

**Total cost of repair for the day - $64,480.46**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Monday, February 27, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Forman | 10 | $75.00 |
| Dakota Spencer | Operator | 10 | $65.00 |
| Bryce Hart | Laborer | 10 | $50.00 |
| Greg Webster | Laborer | 10 | $50.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| Max Beaza | Operator | 10 | $65.00 |
| AJ Garcia | Laborer | 10 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 10 | $65.00 |
| Johnathan Lopez | Foreman | 11 | $75.00 |
| Javier Calderon | Laborer | 11 | $50.00 |
| Nelson Arana | Laborer | 11 | $50.00 |
| Villi Garcia | Laborer | 11 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| 1 | United Rentals Invoice #215121322-002 | | |
| | $1,622.25 w/ mark up | | |
| 32 | Bags of Profinish Mortar Mix | | |
| | $1,440.00 | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 10 | $175.00 |
| Caterpillar 315 Excavator | | 5 | $175.00 |
| Kobelco 300 Excavator | | 5 | $225.00 |
| Freightliner 12 Yd Dump Truck | | 10 | $75.00 |
| Water Trailer | | 10 | $50.00 |
| Crew Trucks x 4 | | 42 | $50.00 |
| Manhole concrete lining trailer | | 11 | $150.00 |
| Remote Control Trench Compactor x 2 | | 20 | $85.00 |

## Notes

Returned all rented equipment, removed forms from the support/thrust blocks on the line stops, wrapped the valves in plastic, poured concrete supports under the new 30" valves, backfilled at line stop locations, applied replacement mortar to the pipe at the weld joints, and hauled 7 loads of oversized rock off of the project.

**Total labor cost for the day - $7,675.00**

**Total materials cost for the day - $3,062.25**

**Total equipment Cost for the day - $10,450.00**

**Total cost of repair for the day - $21,187.25**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Tuesday, February 28, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Forman | 10 | $75.00 |
| Dakota Spencer | Operator | 10 | $65.00 |
| Bryce Hart | Laborer | 10 | $50.00 |
| Greg Webster | Laborer | 10 | $50.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| Max Beaza | Operator | 10 | $65.00 |
| AJ Garcia | Laborer | 10 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 11 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| 1 | Brag Crane Invoice # 218940 | | |
| | $24,753.44 w/ mark up | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 10 | $175.00 |
| Caterpillar 315 Excavator | | 8 | $175.00 |
| Kobelco 300 Excavator | | 3 | $225.00 |
| Freightliner 12 Yd Dump Truck | | 11 | $75.00 |
| Water Truck | | 10 | $75.00 |
| Crew Trucks x 3 | | 30 | $50.00 |
| Remote Control Trench Compactor x 2 | | 20 | $85.00 |

## Notes

Completed the final concrete pours under and around the new valves, bedded the new section of pipe with gravel, processed water into the backfill materials, backfilled, and hauled 7 loads of oversized material off of the job site.

**Total labor cost for the day - $5,265.00**

**Total materials cost for the day - $24,753.44**

**Total equipment Cost for the day - $8,600.00**

**Total cost of repair for the day - $38,618.44**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Wednesday, March 1, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Forman | 10 | $75.00 |
| Dakota Spencer | Operator | 10 | $65.00 |
| Bryce Hart | Laborer | 10 | $50.00 |
| Greg Webster | Laborer | 10 | $50.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| Max Beaza | Operator | 10 | $65.00 |
| AJ Garcia | Laborer | 10 | $50.00 |
| Jonathan Lopez | Foreman | 5 | $75.00 |
| Javier Calderon | Laborer | 5 | $50.00 |
| Nelson Arana | Laborer | 5 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 10 | $175.00 |
| Caterpillar 315 Excavator | | 3 | $175.00 |
| Kobelco 300 Excavator | | 3 | $225.00 |
| Water Truck | | 10 | $75.00 |
| Crew Trucks x 4 | | 35 | $50.00 |
| Remote Control Trench Compactor x 2 | | 20 | $85.00 |

**Notes**

Set the new manhole vaults over the 30" valves, processed material, backfilled and compacted, and hauled off all excess materials and trash off the project.

**Total labor cost for the day - $5,425.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $7,150.00**

**Total cost of repair for the day - $12,575.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, March 2, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Forman | 6 | $75.00 |
| Dakota Spencer | Operator | 6 | $65.00 |
| Greg Webster | Laborer | 6 | $50.00 |
| Jorge Quinones | Laborer | 6 | $50.00 |
| Gino Valdez | Laborer | 6 | $50.00 |
| Max Beaza | Operator | 6 | $65.00 |
| AJ Garcia | Laborer | 6 | $50.00 |
| Jonathan Lopez | Foreman | 5 | $75.00 |
| Javier Calderon | Laborer | 5 | $50.00 |
| Nelson Arana | Laborer | 5 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 6 | $175.00 |
| Caterpillar 315 Excavator | | 6 | $175.00 |
| Kobelco 300 Excavator | | 0 | $225.00 |
| Water Truck | | 6 | $75.00 |
| Crew Trucks x 4 | | 23 | $50.00 |
| Remote Control Trench Compactor x 2 | | 12 | $85.00 |

**Notes**

Hauled equipment no longer needed off the project, hauled trimmed off sections of the manholes off the project, continued backfill and compaction, and shut down early due to extremely high winds making it unsafe to continue to work.

**Total labor cost for the day - $3,305.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $4,720.00**

**Total cost of repair for the day - $8,025.00**

| | |
|---|---|
| **Job Name:** | 800-026 COM 30" Valves & Pipe Replacement |
| **Job No.:** | 800-026 |
| **Address:** | Hwy 158 |
| **Supervisor:** | Trey Chandler |
| **Date:** | Friday, March 3, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Robert Chesney Jr. | Forman | 4 | $75.00 |
| Dakota Spencer | Operator | 8 | $65.00 |
| Greg Webster | Laborer | 8 | $50.00 |
| Jorge Quinones | Laborer | 8 | $50.00 |
| Gino Valdez | Laborer | 8 | $50.00 |
| Max Beaza | Operator | 8 | $65.00 |
| AJ Garcia | Laborer | 8 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 8 | $175.00 |
| Caterpillar 315 Excavator | | 8 | $175.00 |
| Kobelco 300 Excavator | | 2 | $225.00 |
| Water Truck | | 8 | $75.00 |
| Crew Trucks x 2 | | 16 | $50.00 |
| Remote Control Trench Compactor x 2 | | 16 | $85.00 |

**Notes**

Continued processing, screening, backfilling, and compaction material.

**Total labor cost for the day - $2,940.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $6,010.00**

**Total cost of repair for the day - $8,950.00**

Cherry TRANSPORT
4001 S County Road 1135
Midland, TX 79706
(432) 684-0959 Office
(432) 488-8360 24 Hour Line

# Invoice

| Date | Due Date | Invoice # |
|---|---|---|
| 1/18/2023 | 2/17/2023 | 39757 |

**Bill To**

Red Deer Construction
PO Box 51473
Midland,TX 79710

| P.O. No. | Terms | Truck # | Driver |
|---|---|---|---|
| | 2% 20 Net 30 | 77-53 | Joe |

| Qu... | Description | Rate | Amount |
|---|---|---|---|
| | Hotshot Run 1-17-23 | 900.00 | 900.00 |
| | From Red Deer Yard<br>Midland,TX | | |
| | To Red Deer<br>Sec #1<br>North West Passage<br>Midland,TX | | |
| | Hauled | | |
| | 300 Kobelco Excavator #T-085<br>315 Cat Mini Excavator #TDY10580 | | |
| | TX Permit Fee | 50.00 | 50.00 |
| | Fuel Surcharge | 50.00 | 50.00 |

Thank you for your business!!

**Total** $1,000.00

**SERVICE REQUESTED:**

☑ Semi Truck ☐ Hotshot
☐ Mini Gin Poles ☑ Trailer

**FIELD TICKET** 39757

Date 1-17-22

Driver Joe

# Cherry TRANSPORT

24 Hour Line - 432-488-8360
Office - 432-684-0959
Fax - 432-684-0883
dispatch@cherrytransport.com

**PICK UP INFO**

| | |
|---|---|
| Co. | Red Deer Yard. |
| Lease-Well | |
| Rig # | |
| Town + County | Midland, TX. |

**DELIVERY INFO**

| | |
|---|---|
| Co. | Red Deer |
| Lease-Well | North West Passage Sec 1 |
| Rig # | North West Passage. |
| Town + County | Midland, TX. |

**WORK RENDERED**

| # PCS | TYPE COMMODITY (EXPLAIN) | WEIGHT | AMOUNT |
|---|---|---|---|
| 1. | 300 Kobelco Excavator # T-085 | | $900 cc |
| 1. | 315 Cat mini Excavator # TDY10580 | | |
| | TX Permit | | $50 cc |
| | Fuel Surcharge | | $50 cc |
| | Pete David | | |
| BACK HAUL | | | |
| EXTRA STOP | | | |
| DETENTION | | | |
| HOURS | | | |

| Mileage START | Mileage END | Loaded Miles | Truck # | TOTAL | |
|---|---|---|---|---|---|
| | | | 77T-53 | $1,000 cc | |

SIGNATURE PRINT NAME

# INVOICE

BenMark Supply Company Inc.
**Branch:** 01 Midland
PO Box 198
Midland, TX 79702

432-682-6584

| INVOICE | |
|---|---|
| 3343045 | |
| Invoice Date | Page |
| 02/14/2023 16:31:05 | 1 of 1 |
| ORDER NUMBER | |
| 1393801 | |

**Bill To:**
Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710-1473

**Ship To:**
Red Deer Construction, LLC
1300 S Lamesa
Midland, TX 79701

Ordered By: Mr. Max Baeza

**Customer ID:** 101583

| *PO Number* | *Term Description* | *Net Due Date* | *Disc Due Date* | *Discount Amount* |
|---|---|---|---|---|
| 158 | Net 30 | 03/16/2023 | 03/16/2023 | 0.00 |

| *Order Date* | *Pick Ticket No* | *Job Name* | *Taker* |
|---|---|---|---|
| 02/14/2023 11:00:57 | 2346199 | | JAYLEMM |

| *Quantities* | | | | | *Item ID* / *Item Description* | *Pricing UOM* / *Unit Size* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|---|---|---|
| *Ordered* | *Shipped* | *Remaining* | *UOM* / *Unit Size* | *Disp.* | | | | |
| *Carrier:* | | | | | *Tracking #:* | | | |
| 1 | 1 | 0 EA | 1.0 | | 322-233<br>2-1/2"NST(F) x 2"NPT(M) Swivel Adapter<br>2-1/2" Female Fire Thread x 2" Male Iron Pipe Swivel Adapter | EA<br>1.0000 | 52.4985 | 52.50 |

***Shipment Accepted By:*** Max Baeza

*Total Lines: 1*

| | |
|---|---|
| ***SUB-TOTAL:*** | 52.50 |
| ***TAX:*** | 0.00 |
| ***AMOUNT DUE:*** | **52.50** |



*ORIGINAL*

5.113, 11/14/2010

LOWE'S

**Order #908064956**

**Placed February 15, 2023** | **$912.11**

## Pickup Complete

Picked up by David Chandler on Wednesday, Feb 15, 2023

**Midland Lowe's**

3315 NORTH LOOP 250 W.,
Midland, TX, 79707

**2-in x 6-in x 8-ft Fir S4S Kiln-dried Lumber** $586.40

Item #432484 Model #WF206TOPCHC08

$7.33 /ea. QTY 80

**15/32-in x 4-ft x 8-ft Rated Pine Plywood Sheathing** $256.20

Item #12192 Model #NA

$21.35 /ea. QTY 12

## Payment Method

VISA
**** **** **** 2537

David Chandler
2025 S COUNTY
ROAD 1066
(432) 556-9768

## Order Summary

| | |
|---|---|
| Subtotal | $842.60 |
| Tax | $69.51 |
| **Total Billed** | **$912.11** |

Present or show this barcode for In-Store returns:

09070215202379029000000O

# INVOICE

| | |
|---|---|
| **Invoice:** | 374039 |
| **Date:** | 02/16/23 |
| **Customer:** | 4678 |
| **PO:** | |
| **Job:** | |
| **Project Name:** | |
| **Project:** | |
| **Location:** | RMC: Midland North |



RED DEER CONSTRUCTION LLC
PO Box 51473
Midland, TX 79710

**Remit To:**
Troy Vines Inc.
PO BOX 843222
Dallas, TX 75284-3222
432-682-7031

| TICKET | DATE | PRODUCT DESCRIPTION | QTY | UM | UNIT PRICE | MATERIAL TOTAL | TAX CODE | TAX | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| 10244793 | 02/16/23 | 3600 PSI | 9.00 | CY | 144.50 | 1,300.50 | 0-EXEMPTTX | 0.00 | 1,300.50 |
| 10244793 | 02/16/23 | Fuel Surcharge | 1.00 | EA | 40.00 | 40.00 | 0-EXEMPTTX | 0.00 | 40.00 |
| 10244793 | 02/16/23 | NCA 2% | 9.00 | CY | 18.00 | 162.00 | 0-EXEMPTTX | 0.00 | 162.00 |
| 10244793 | 02/16/23 | FIBER | 9.00 | CY | 6.00 | 54.00 | 0-EXEMPTTX | 0.00 | 54.00 |
| 10244793 | 02/16/23 | Environmental Fee | 1.00 | EA | 20.00 | 20.00 | 0-EXEMPTTX | 0.00 | 20.00 |
| 10244803 | 02/16/23 | 3600 PSI | 9.00 | CY | 144.50 | 1,300.50 | 0-EXEMPTTX | 0.00 | 1,300.50 |
| 10244803 | 02/16/23 | Fuel Surcharge | 1.00 | EA | 40.00 | 40.00 | 0-EXEMPTTX | 0.00 | 40.00 |
| 10244803 | 02/16/23 | NCA 2% | 9.00 | CY | 18.00 | 162.00 | 0-EXEMPTTX | 0.00 | 162.00 |
| 10244803 | 02/16/23 | FIBER | 9.00 | CY | 6.00 | 54.00 | 0-EXEMPTTX | 0.00 | 54.00 |
| 10244803 | 02/16/23 | Environmental Fee | 1.00 | EA | 20.00 | 20.00 | 0-EXEMPTTX | 0.00 | 20.00 |
| 10244810 | 02/16/23 | 3600 PSI | 9.00 | CY | 144.50 | 1,300.50 | 0-EXEMPTTX | 0.00 | 1,300.50 |
| 10244810 | 02/16/23 | Fuel Surcharge | 1.00 | EA | 40.00 | 40.00 | 0-EXEMPTTX | 0.00 | 40.00 |
| 10244810 | 02/16/23 | NCA 2% | 9.00 | CY | 18.00 | 162.00 | 0-EXEMPTTX | 0.00 | 162.00 |
| 10244810 | 02/16/23 | FIBER | 9.00 | CY | 6.00 | 54.00 | 0-EXEMPTTX | 0.00 | 54.00 |
| 10244810 | 02/16/23 | Contractor Fee | 45.00 | MIN | 2.00 | 90.00 | 0-EXEMPTTX | 0.00 | 90.00 |
| 10244810 | 02/16/23 | Environmental Fee | 1.00 | EA | 20.00 | 20.00 | 0-EXEMPTTX | 0.00 | 20.00 |

**Product Summary**

| Product | Description | Units | UM |
|---|---|---|---|
| 23600003 | 3600 PSI | **27.00** | CY |
| 350FSC | Fuel Surcharge | **3.00** | EA |
| 8015 | NCA 2% | **27.00** | CY |
| 8029 | FIBER | **27.00** | CY |
| 9976 | Contractor Fee | **45.00** | MIN |
| 9977 | Environmental Fee | **3.00** | EA |

**Delivered To:** BRANDYHILLS & 158 @ DR HORTONS SUBDIVISION
MIDLAND, TX

# INVOICE

| | |
|---|---|
| **Invoice:** | 374039 |
| **Date:** | 02/16/23 |
| **Customer:** | 4678 |
| **PO:** | |
| **Job:** | |
| **Project Name:** | |
| **Project:** | |
| **Location:** | RMC: Midland North |
| | 2 of 2 |

RED DEER CONSTRUCTION LLC
PO Box 51473
Midland, TX 79710

**Remit To:**
Troy Vines Inc.
PO BOX 843222
Dallas, TX 75284-3222
432-682-7031

| TICKET | DATE | PRODUCT DESCRIPTION | QTY | UM | UNIT PRICE | MATERIAL TOTAL | TAX CODE | TAX | TOTAL |
|---|---|---|---|---|---|---|---|---|---|

| | |
|---|---|
| **TAXABLE:** | **0.00** |
| **NON-TAXABLE:** | **4,819.50** |
| **SALES TAX:** | **0.00** |
| **TOTAL DUE:** | **$4,819.50** |

*Terms: Net 30 days. Past due amounts may be subject to finance charge.*

**United Rentals**

BRANCH 47J
5317 I-20 FRONTAGE
MIDLAND TX 79706
432-563-1303
717-477-8254 FAX

# 4 WEEK BILLING INVOICE

# 215121322-001

Job Site

D.R HORTON HOMES
606 TX-158
MIDLAND TX 79707

**Office:** 432-695-4420 **Cell:** 432-432-4324

RED DEER CONSTRUCTION LLC
PO BOX 51473
MIDLAND TX 79710-1473

| | |
|---|---|
| **Customer #** | : 1334176 |
| **Invoice Date** | : 02/15/23 |
| **Date Out** | : 01/18/23 09:31 AM |
| **Billed Through** | : 02/15/23 00:00 |
| **UR Job Loc** | : 606 TX-158, MIDLAND |
| **UR Job #** | : 26 |
| **Customer Job ID:** | |
| **P.O. #** | : CHANDLER |
| **Ordered By** | : DAVID CHANDLER |
| **Reserved By** | : ARMANDO IBARRA |
| **Salesperson** | : ARMANDO IBARRA |

**Invoice Amount: $2,454.86**

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84985
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 10503867 | COMPRESSOR 175-195 CFM TIER 4<br>Make: DOOSAN Model: C185WDZ-T4F<br>Serial: 477071UFAAG07 Meter out: 2364.60 Meter in: .00 | | 100.00 | 499.00 | 2,043.00 | 2,043.00 |
| 2 | 110/2400 | AIR HOSE 3/4" X 50' | 14.00 | 21.00 | 45.00 | 91.00 | 182.00 |

Rental Subtotal: 2,225.00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | | Price | Unit of Measure | Extended Amt. |
|---|---|---|---|---|---|
| 1 | TX UNIT PROPERTY TAX | [DRSURTX/MCI] | 2.056 | EACH | 2.06 |
| 1 | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] | 40.860 | EACH | 40.86 |

Sales/Misc Subtotal: 42.92

Agreement Subtotal: 2,267.92
Tax: 186.94
Total: 2,454.86

COMMENTS/NOTES:

CONTACT: DAVID CHANDLER
CELL#: 432-695-4420
DLV/PKU LOC SELECTED BY MAP PIN OPTION
2 AIR HOSES 01/18/23
ANGEL

Billing period: 28 Days From 1/18/23 09:31 AM Thru 2/15/23 09:31 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



RACKET 13:44 March 28, 2023

Expense

1 online banking matches

Payee

FORTLINE

AMOUNT

**$6,776.45**

Payment account

20535 Chase Southwest- 2!

Balance $13,653.47

Payment date

02/17/2023

Payment method

What did you pay w

Ref no.

Permit no.

Tags

Manage tags

Start typing to add a tag

▼ Category details

| | # | CATEGORY | DESCRIPTION | AMOUNT | BILLABLE | TAX | CUSTOM |
|---|---|---|---|---|---|---|---|
| ⠿ | 1 | 51095 Supplies, Meters, Tappir | FORTILINE FT WORTH 6039 | 6,776.45 | | | City of M |
| ⠿ | 2 | | | | | | |

Add lines | Clear all lines

► Item details

Memo

Attachments Maximum size: 20MB

Drag/Drop files here or click the icon

Show existing

Privacy

Make recurring | More

Cancel Revert Save Save and new







Texas

**Bragg Crane Service**
**PO Box 727**
**Long Beach, CA 90801**
**(562) 984-2400 Ph.**
**(562) 984-2467 Fax**

## Invoice 218617

Red Deer Construction LLC
PO Box 51423
Midland, TX 79710

Invoice Date: Friday, February 24, 2023
Customer: 998218
Job No : 44-23-19036
Job Site : Midland water main site one
32.001333, -102.183909
Midland, TX

Salesperson: Visentine Thomas

Terms: NET 30 DAYS
Customer P.O. No: 800-026
Work Performed: crane assist in removing valve repair equipment

| Date | Description | Unit No | Qty Unit Meas | Rate | Extension |
|---|---|---|---|---|---|
| 2/14/2023 | 75 Ton Hydraulic Truck Crane<br>WT # 8323119 | 11160 | 6.00 Hour | $245.00 | $1,470.00 |
| | Pick Up Truck<br>WT # 8323119 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8323119 | | 5.00 Hour | $95.00 | $475.00 |
| 2/15/2023 | 75 Ton Hydraulic Truck Crane<br>WT # 8323120 | 11160 | 6.50 Hour | $245.00 | $1,592.50 |
| | Pick Up Truck<br>WT # 8323120 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8323120 | | 6.50 Hour | $95.00 | $617.50 |
| 2/16/2023 | 75 Ton Hydraulic Truck Crane<br>WT # 8323121 | 11160 | 10.00 Hour | $245.00 | $2,450.00 |
| | Pick Up Truck<br>WT # 8323121 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8323121 | | 10.00 Hour | $95.00 | $950.00 |
| | Overtime<br>WT # 8323121 | | 7.00 Hour | $47.50 | $332.50 |
| 2/17/2023 | 75 Ton Hydraulic Truck Crane | 11160 | 7.00 Hour | $245.00 | $1,715.00 |







**Bragg Crane Service**
**PO Box 727**
**Long Beach, CA 90801**
**(562) 984-2400 Ph.**
**(562) 984-2467 Fax**

**Texas**

## Invoice 218617

Red Deer Construction LLC
PO Box 51423
Midland, TX 79710

Invoice Date: Friday, February 24, 2023
Customer: 998218
Job No : 44-23-19036
Job Site : Midland water main site one
32.001333, -102.183909
Midland, TX

Salesperson: Visentine Thomas

| Date | Description | Unit No | Qty Unit Meas | Rate | Extension |
|---|---|---|---|---|---|
| | WT # 8323122 | | | | |
| | Pick Up Truck<br>WT # 8323122 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8323122 | | 7.00 Hour | $95.00 | $665.00 |
| | Surcharge<br>WT # 8323122 | | | 10.00% | $1,064.75 |

**Total Invoice: $11,712.25**

**You can pay online at www.braggcrane.com**
**We thank you for your business!**

Please submit payments within Terms. Past Due Invoices will incur fees and penalties at a rate of 1.5% of the Invoice total per month, 18% per year.

# BRAGG CRANE SERVICE

TX 8323119

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | Tue | Wed | Thur | Fri | Sat | Sun

Job No#: 44-23-19036 Date: 2/14/23

Customer/Lessee: RED DEER CONSTRUCTION

Job Name: MIDLAND WATER MAIN

Job Address:

Equip. No#: 11160 Boom: Jib:

Operator: ERIC JOHNSON Oiler: ERIC BERNAL

Accessories Equipment:

## CONTRACT EXECUTION - START WORK AUTHORIZATION

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**
By:

**Customer/Lessee**
Print Name: X ROBERT CHESNEY
Signature: X

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 11 (A.M.) P.M. | 12 A.M. (P.M.) | | | 1 |
| Boom Assembly | A.M. P.M. | A.M. P.M. | | | |
| Work STAND BYE | 12 A.M. (P.M.) | 5 A.M. (P.M.) | | | 5 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | A.M. P.M. | A.M. P.M. | | | |
| Travel/Portal | 5 (A.M.) P.M. | 5:30 (A.M.) P.M. | | | .5 |

Remarks: Total Net Hours (6.5)

**HOURS SHOWN ABOVE ARE CORRECT**

Customer's Name: X ROBERT CHESNEY Authorized Signature: X

**PLEASE VERIFY HOURS AT THE END OF EACH DAY**

↓ Accounting Dept. Only - Do Not Write In This Box ↓

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 6.0 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 5.0 | 95.00 |
| Overtime | | |
| Double Time | | |
| Accessory Haul / (Pick Up) | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | | |

## DAILY CHECKLIST

Equipment Number:
Hours Upper: Hours Lower:
State Travel Permit Expiration Date:
Annual Inspection Expiration Date:
Quad Inspection Expiration Date:
Fire Extinguisher Expiration Dates Lower:
Fire Extinguisher Expiration Dates Upper:
Daily Crane/Site Inspection Form Completed Yes/No:
A/D Assembly Form Completed Yes/No:
Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| MOB TO LOCATION | 1 |
| | |
| STAND BYE | 5 |
| | |
| | |
| PORTAL TO YARD | .5 |
| | |
| | |
| | |

Name (CDL):
Start Address:
End Address:
Name (CDL):
Start Address:
End Address:

↓ Payroll Dept. Only - Do Not Write In This Box ↓

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |

ORIGINAL

# TERMS AND CONDITIONS OF CONTRACT (TX)

1. INDEMNIFICATION (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) – LESSEE AGREES TO PARTIALLY INDEMNIFY AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.TCA, CIVIL PRACTICE CODE §127.001-127.007) – LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

2. INSURANCE – The Lessee agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of $5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used), Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

3. OPERATION OF EQUIPMENT -- It is expressly agreed by and between the parties hereto that the Equipment and all persons operating, repairing, or maintaining and assembling/disassembling the Equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications, and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications, and that ASME-B30.5-2011 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 – 1926.1442.** Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator; however, if operator is not rejected, the operator is under the Lessee's exclusive direction and control and is Lessee's agent, servant, and employee. The lease payments made by the Lessee shall include the operator's wages, even though the operator's wages may be disbursed by the Lessor. This lease is upon the agreement of the parties that Lessor has no right to replace or substitute personnel except at the direction of and with the approval of Lessee and that the Lessee shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased Equipment and personnel the Lessee selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Lessee shall notify Lessor in writing within 48 hours of its occurrence, specifying the extent and nature of the accident or damage. The cost of any repair necessary to restore the Equipment to its original condition shall be paid by Lessee. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. Time is of the essence of this lease and all its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions, or Lessor's acceptance of late or partial performance hereunder shall not constitute a waiver of any prior defaults of Lessee, nor of Lessor's rights under this agreement. This lease shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Lessor's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. THIS CONTRACT SHALL BE IN EFFECT FOR A DURATION OF ONE YEAR FOR THIS OR SIMILAR EQUIPMENT OR UNLESS EXPRESSLY TERMINATED IN WRITING BY Lessor. In the event that the Lessee loans, sublets or allows a third party to use the crane and the services of the operator, Lessee agrees to have said third party sign and agree to the terms of this contract.

4. CONDITIONS –GROUND/POWERLINES/RIGGING—The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Lessee shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Lessee shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Lessee shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment, if chokers, slings, straps, chains, hooks; spreaders, fittings, rope or wire, are loaned to the Lessee by the Lessor for the Lessee's convenience; they are solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are under Lessee's direct supervision and control. **Lessee assumes the responsibility for the method of rigging, and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Lessee's direct supervision and control.**

5. NO RELIANCE ON LOAD MEASURING DEVICE – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

6. AUTHORIZED SIGNATURE - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

7. STORAGE OF EQUIPMENT – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

8. DELAY – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

9. PAYMENT – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. **Invoices are due and payable 30 days after invoice date.** Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law

10. ALTERATIONS – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this agreement must be initialed and dated by an officer of Bragg.

# BRAGG CRANE SERVICE

TX 8323120

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | Tue | Wed | Thur | Fri | Sat | Sun

Job No#: 44-23-19036 Date: 2/15/23

Customer/Lessee: RED DEER CONST.

Job Name: MIDLAND WATER MAIN

Job Address:

Equip. No#: 111160 Boom: Jib:

Operator: ERIC JOHNSON Oiler: ERIC BERNAL

Accessories Equipment:

**CONTRACT EXECUTION - START WORK AUTHORIZATION**

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**
By:

**Customer/Lessee**
Print Name: ROBERT CHESNEY
Signature:

## DAILY CHECKLIST

Equipment Number:
Hours Upper: Hours Lower:
State Travel Permit Expiration Date:
Annual Inspection Expiration Date:
Quad Inspection Expiration Date:
Fire Extinguisher Expiration Dates Lower:
Fire Extinguisher Expiration Dates Upper:
Daily Crane/Site Inspection Form Completed Yes/No:
A/D Assembly Form Completed Yes/No:
Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| TRAVEL TO LOCATION | .5 |
| | |
| STAND BY | 6.5 |
| | |
| PORTAL TO YARD | .5 |

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 7:30 (A.M.) P.M. | 8 (A.M.) P.M. | | | .5 |
| Boom Assembly | A.M. P.M. | A.M. P.M. | | | |
| Work STANDBY | 8 (A.M.) P.M. | 2:30 A.M. (P.M.) | | | 6.5 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | A.M. P.M. | A.M. P.M. | | | |
| Travel/Portal | 2:30 A.M. (P.M.) | 3:00 (A.M.) P.M. | | | .5 |

Remarks: Total Net Hours 7.5

**HOURS SHOWN ABOVE ARE CORRECT**

Customer's Name: ROBERT CHESNEY Authorized Signature:

**PLEASE VERIFY HOURS AT THE END OF EACH DAY**

Name (CDL):
Start Address:
End Address:
Name (CDL):
Start Address:
End Address:

↓ Accounting Dept. Only - Do Not Write In This Box ↓

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 6.5 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 6.5 | 95.00 |
| Overtime | | |
| Double Time | | |
| Accessory Haul / Pick Up | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | | |

↓ Payroll Dept. Only - Do Not Write In This Box ↓

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |

ORIGINAL

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**5. NO RELIANCE ON LOAD MEASURING DEVICE** – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

**6. AUTHORIZED SIGNATURE** - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

**7. STORAGE OF EQUIPMENT** – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

**8. DELAY** – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

**9. PAYMENT** – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. **Invoices are due and payable 30 days after invoice date.** Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law.

**10. ALTERATIONS** – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this Agreement must be initialed and dated by an officer of Bragg.

# BRAGG CRANE SERVICE

TX 8323121

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | Tue | Wed | (Thur) | Fri | Sat | Sun

Job No#: 44-23-19036 Date: 2/16/23
Customer/Lessee: RED DEER CONSTRUCTION
Job Name: MIDLAND WATER MAIN
Job Address:
Equip. No#: 11160 Boom: Jib:
Operator: ERIC JOHNSON Oiler: ERIC BERNAL
Accessories Equipment:

**CONTRACT EXECUTION - START WORK AUTHORIZATION**

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**
By:

**Customer/Lessee**
Print Name: X ROBERT CHENEY
Signature: X

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 7:30 (A.M.) P.M. | 8 (A.M.) P.M. | | | .5 |
| Boom Assembly | 2.30 A.M. (P.M.) | 3 A.M. (P.M.) | | | .5 |
| Work | 3 A.M. (P.M.) | 6:30 A.M. (P.M.) | | | 3.5 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | 8 (A.M.) P.M. | 2:30 A.M. (P.M.) | | | 6.0 |
| Travel/Portal | 6:30 A.M. (P.M.) | 7 A.M. (P.M.) | | | .5 |
| Remarks: | | | | Total Net Hours | 11.5 |

**HOURS SHOWN ABOVE ARE CORRECT**
Customer's Name: X ROBERT CHENEY Authorized Signature: X

**PLEASE VERIFY HOURS AT THE END OF EACH DAY**

↓ Accounting Dept. Only - Do Not Write In This Box ↓

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 10.0 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 10.0 | 95.00 |
| Overtime | 7.0 | 47.50 |
| Double Time | | |
| Accessory Haul / Pick Up | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | | |

## DAILY CHECKLIST

Equipment Number:
Hours Upper: Hours Lower:
State Travel Permit Expiration Date:
Annual Inspection Expiration Date:
Quad Inspection Expiration Date:
Fire Extinguisher Expiration Dates Lower:
Fire Extinguisher Expiration Dates Upper:
Daily Crane/Site Inspection Form Completed Yes/No:
A/D Assembly Form Completed Yes/No:
Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| MOB TO LOCATION | .5 |
| STAND BYE | 6.5 |
| | |
| BUILD CRANE | .5 |
| | |
| LIFT 2 VALVES & SET | 3.5 |
| | |
| PORTAL | .5 |
| | |

Name (CDL):
Start Address:
End Address:
Name (CDL):
Start Address:
End Address:

↓ Payroll Dept. Only - Do Not Write In This Box ↓

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |

ORIGINAL

# TERMS AND CONDITIONS OF CONTRACT (TX)

1. INDEMNIFICATION (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) – LESSEE AGREES TO PARTIALLY INDEMNIFY AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.007) – LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

2. INSURANCE – The Lessee agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of $5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used), Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

3. OPERATION OF EQUIPMENT – It is expressly agreed by and between the parties hereto that the Equipment and all persons operating, repairing, or maintaining and assembling/disassembling the Equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications, and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications, and that ASME B30.5-2011 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 – 1926.1442.** Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator; however, if operator is not rejected, the operator is under the Lessee's exclusive direction and control and is Lessee's agent, servant, and employee. The lease payments made by the Lessee shall include the operator's wages, even though the operator's wages may be disbursed by the Lessor. This lease is upon the agreement of the parties that Lessor has no right to replace or substitute personnel except at the direction of and with the approval of Lessee and that the Lessee shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased Equipment and personnel the Lessee selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Lessee shall notify Lessor in writing within 48 hours of its occurrence, specifying the extent and nature of the accident or damage. The cost of any repair necessary to restore the Equipment to its original condition shall be paid by Lessee. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. Time is of the essence of this lease and all its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions, or Lessor's acceptance of late or partial performance hereunder shall not constitute a waiver of any prior defaults of Lessee, nor of Lessor's rights under this agreement. This lease shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Lessor's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. THIS CONTRACT SHALL BE IN EFFECT FOR A DURATION OF ONE YEAR FOR THIS OR SIMILAR EQUIPMENT OR UNLESS EXPRESSLY TERMINATED IN WRITING BY Lessor. In the event that the Lessee loans, sublets or allows a third party to use the crane and the services of the operator, Lessee agrees to have said third party sign and agree to the terms of this contract.

4. CONDITIONS –GROUND/POWERLINES/RIGGING—The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Lessee shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Lessee shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Lessee shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment, if chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, are loaned to the Lessee by the Lessor for the Lessee's convenience; they are solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are under Lessee's direct supervision and control. **Lessee assumes the responsibility for the method of rigging, and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Lessee's direct supervision and control.**

5. NO RELIANCE ON LOAD MEASURING DEVICE – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

6. AUTHORIZED SIGNATURE - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

7. STORAGE OF EQUIPMENT – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

8. DELAY – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

9. PAYMENT – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. Invoices are due and payable 30 days after invoice date. Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law

10. ALTERATIONS – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this agreement must be initialed and dated by an officer of Bragg.

# BRAGG CRANE SERVICE

TX 8323122

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | Tue | Wed | Thur | (Fri) | Sat | Sun

Job No#: 44-23-19036 Date: 2/17/23
Customer/Lessee: RED DEER CONSTRUCTION
Job Name: MIDLAND WATER MAIN
Job Address:
Equip. No#: 11160 Boom: Jib:
Operator: ERIC JOHNSON Oiler: ERIC BERNAL
Accessories Equipment:

**CONTRACT EXECUTION - START WORK AUTHORIZATION**

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**
By:

**Customer/Lessee**
Print Name: X ROBERT CHESHER
Signature: X

## DAILY CHECKLIST

Equipment Number:
Hours Upper: Hours Lower:
State Travel Permit Expiration Date:
Annual Inspection Expiration Date:
Quad Inspection Expiration Date:
Fire Extinguisher Expiration Dates Lower:
Fire Extinguisher Expiration Dates Upper:
Daily Crane/Site Inspection Form Completed Yes/No:
A/D Assembly Form Completed Yes/No:
Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 7:30 A.M. | 8 A.M. | | | .5 |
| Boom Assembly | A.M. P.M. | A.M. P.M. | | | |
| Work | 8:00 A.M. | 3:00 P.M. | | | 7 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | A.M. P.M. | A.M. P.M. | | | |
| Travel/Portal | 3:00 A.M. | 3:30 A.M. | | | .5 |
| | | | | Total Net Hours | 8 |

Remarks:

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| MOB TO LOCATION | .5 |
| | |
| LIFT VALVE | 7 |
| | |
| PORTAL TO YARD | .5 |

**HOURS SHOWN ABOVE ARE CORRECT**

Customer's Name: X ROBERT CHESHER Authorized Signature: X

**PLEASE VERIFY HOURS AT THE END OF EACH DAY**

Name (CDL):
Start Address:
End Address:
Name (CDL):
Start Address:
End Address:

↓ Accounting Dept. Only - Do Not Write In This Box ↓

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 7.0 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 7.0 | 95.00 |
| Overtime | | |
| Double Time | | |
| Accessory Haul / Pick Up | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | | |

↓ Payroll Dept. Only - Do Not Write In This Box ↓

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |

ORIGINAL

# TERMS AND CONDITIONS OF CONTRACT (TX)

**1. INDEMNIFICATION (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) – LESSEE AGREES TO PARTIALLY INDEMNIFY AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.**

**MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.007) – LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.**

**2. INSURANCE** – The Lessee agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of $5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used). Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

**3. OPERATION OF EQUIPMENT** – It is expressly agreed by and between the parties hereto that the Equipment and all persons operating, repairing, or maintaining and assembling/disassembling the Equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications, and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications, and that ASME B30.5-2011 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 – 1926.1442.** Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator; however, if operator is not rejected, the operator is under the Lessee's exclusive direction and control and is Lessee's agent, servant, and employee. The lease payments made by the Lessee shall include the operator's wages, even though the operator's wages may be disbursed by the Lessor. This lease is upon the agreement of the parties that Lessor has no right to replace or substitute personnel except at the direction of and with the approval of Lessee and that the Lessee shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased Equipment and personnel the Lessee selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Lessee shall notify Lessor in writing within 48 hours of its occurrence, specifying the extent and nature of the accident or damage. The cost of any repair necessary to restore the Equipment to its original condition shall be paid by Lessee. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. Time is of the essence of this lease and all its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions, or Lessor's acceptance of late or partial performance hereunder shall not constitute a waiver of any prior defaults of Lessee, nor of Lessor's rights under this agreement. This lease shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Lessor's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. THIS CONTRACT SHALL BE IN EFFECT FOR A DURATION OF ONE-YEAR FOR THIS OR SIMILAR EQUIPMENT OR UNLESS EXPRESSLY TERMINATED IN WRITING BY Lessor. In the event that the Lessee loans, sublets or allows a third party to use the crane and the services of the operator, Lessee agrees to have said third party sign and agree to the terms of this contract.

**4. CONDITIONS –GROUND/POWERLINES/RIGGING**—The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Lessee shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Lessee shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Lessee shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment, if chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, are loaned to the Lessee by the Lessor for the Lessee's convenience; they are solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are under Lessee's direct supervision and control. **Lessee assumes the responsibility for the method of rigging, and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Lessee's direct supervision and control.**

**5. NO RELIANCE ON LOAD MEASURING DEVICE** – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

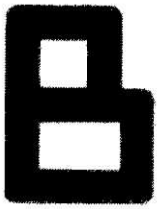
**6. AUTHORIZED SIGNATURE** - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

**7. STORAGE OF EQUIPMENT** – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

**8. DELAY** – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

**9. PAYMENT** – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. **Invoices are due and payable 30 days after invoice date.** Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law

**10. ALTERATIONS** – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this agreement must be initialed and dated by an officer of Bragg.



**PBMaterials**
DBA WALLACH CONCRETE Inc 4
CROCKETT COUNTY MINING Ltd



RED DEER CONSTRUCTION LLC
PO BOX 51473
MIDLAND, TX 79710

CITY OF MIDLAND-158 (PHASE #1)
31.99777309519, -102.177500993
MIDLAND , TX

| CUSTOMER | INVOICE | DATE | TERMS |
|---|---|---|---|
| 62629 | 436118 | 02/24/2023 | NET SAME DAY NEXT MONTH |

| PRODUCT # | PRODUCT DESCRIPTION | QUANTITY UM | PRICE | AMOUNT |
|---|---|---|---|---|
| | PO#: DAVID-C.O.M. 15 | | | |
| Ticket Number 126-851024 | | 02/24/2023 | | |
| 57NB | 57 ROCK | 27.06 TN | 21.50 | 581.79 |
| EXTTRK3 | DELIVERY & FUEL SURCHARGE | 27.06 TN | 8.26 | 223.52 |
| Ticket Number 126-851122 | | 02/24/2023 | | |
| 57NB | 57 ROCK | 24.81 TN | 21.50 | 533.42 |
| EXTTRK3 | DELIVERY & FUEL SURCHARGE | 24.81 TN | 8.26 | 204.93 |
| Ticket Number 126-851183 | | 02/24/2023 | | |
| 57NB | 57 ROCK | 27.12 TN | 21.50 | 583.08 |
| EXTTRK3 | DELIVERY & FUEL SURCHARGE | 27.12 TN | 8.26 | 224.01 |
| | TOTAL TONS: | 78.99 | | |
| | JOB TOTAL | | | 2350.75 |

| | |
|---|---|
| TAXABLE AMOUNT | 0.00 |
| EXEMPT AMOUNT | 2,350.75 |
| SALES TAX | 0.00 |
| INVOICE TOTAL | 2,350.75 |



Remit To: P.O. Box 14168 Odessa, TX. 79768 Phone: 432-563-8036 Fax: 432-563-8037

PBMaterials
DBA WALLACH CONCRETE Inc &
CROCKETT COUNTY MINING Ltd



RED DEER CONSTRUCTION LLC
PO BOX 51473
MIDLAND, TX 79710

CITY OF MIDLAND-158 (PHASE #2)
32.00453064582391, -102.189415
MIDLAND , TX

| CUSTOMER | INVOICE | DATE | TERMS |
|---|---|---|---|
| 62629 | 436117 | 02/24/2023 | NET SAME DAY NEXT MONTH |

| PRODUCT # | PRODUCT DESCRIPTION | QUANTITY | UM | PRICE | AMOUNT |
|---|---|---|---|---|---|
| | PO#: DAVID-C.O.M. 15 | | | | |
| Ticket Number 126-850862 | | 02/24/2023 | | | |
| 57NB | 57 ROCK | 26.74 | TN | 21.50 | 574.91 |
| EXTTRK3 | DELIVERY & FUEL SURCHARGE | 26.74 | TN | 8.26 | 220.87 |
| Ticket Number 126-850918 | | 02/24/2023 | | | |
| 57NB | 57 ROCK | 26.96 | TN | 21.50 | 579.64 |
| EXTTRK3 | DELIVERY & FUEL SURCHARGE | 26.96 | TN | 8.26 | 222.69 |
| Ticket Number 126-850981 | | 02/24/2023 | | | |
| 57NB | 57 ROCK | 26.95 | TN | 21.50 | 579.43 |
| EXTTRK3 | DELIVERY & FUEL SURCHARGE | 26.95 | TN | 8.26 | 222.61 |
| | TOTAL TONS: | 80.65 | | | |
| | JOB TOTAL | | | | 2400.15 |

| | |
|---|---|
| TAXABLE AMOUNT | 0.00 |
| EXEMPT AMOUNT | 2,400.15 |
| SALES TAX | 0.00 |
| INVOICE TOTAL | 2,400.15 |



Remit To: P.O. Box 14168 Odessa, TX. 79768 Phone: 432-563-8036 Fax: 432-563-8037

BENMARK
SUPPLY COMPANY INC

**Order #**
1395418

**Order Date**
2/28/2023 9:32 AM

**P.O. #**
800-020 Hwy 158 30in

**Ship To**
Red Deer Construction, LLC (101583)
1300 S Lamesa , Midland, TX 79701,

| Item # | Description | Order Qty | Inv/Ship Qty | Unit Price | Total |
|---|---|---|---|---|---|
| **FMH72-160** *Ships from 1 - Midland* | 72in x 16 ft deep Fiberglass Manhole | 1 EA | 1 EA | $9,991.95 | $9,991.95 |
| **FMH60-125** *Ships from 1 - Midland* | 60in x 12 1/2ft Fiberglass Manhole Open | 1 EA | 1 EA | $6,937.00 | $6,937.00 |
| **MH1430W** *Ships from 1 - Midland* | 32" R&C Marked Water | 2 EA | 2 EA | $624.00 | $1,248.00 |
| **PAR34-030** *Ships from 1 - Midland* | 34in x 3in Poly Adjustment Ring | 4 EA | 4 EA | $87.00 | $348.00 |
| **CRETESTIK** *Ships from 1 - Midland* | 1in x 14ft Roll Crete Stik | 6 EA | 6 EA | $22.00 | $132.00 |

LINE SUB TOTAL: **$18,656.95**

## Related Invoices

**Invoice # - 3344454** 2/28/2023 **Tracking # -**

Expense

Payee

Lowe's Home Improvemen

Payment account

20550 Commerce Bank CC

Balance $1,599.57

AMOUNT

**$732.27**

Payment date

02/23/2023

Payment method

What did you pay w

Ref no.

Permit no.

Tags

Manage tags

Start typing to add a tag

▼ Category details

| | # | CATEGORY | DESCRIPTION | AMOUNT | BILLABLE | TAX | CUSTOM |
|---|---|---|---|---|---|---|---|
| ⠿ | 1 | 60515 Job Supplies | LOWES #00907* | 732.27 | | | City of M |
| ⠿ | 2 | | | | | | |

Add lines | Clear all lines

▶ Item details

Memo

Max Baeza-QUIKRETE

Attachments Maximum size: 20MB

LOWES 2-24-2023.pdf (122.2 kb) ×

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Cancel Save Save and new

BRAGG CRANE SERVICE

Texas

**Bragg Crane Service**
**PO Box 727**
**Long Beach, CA 90801**
**(562) 984-2400 Ph.**
**(562) 984-2467 Fax**

## Invoice 218940

Red Deer Construction LLC
PO Box 51423
Midland, TX 79710

Invoice Date: Tuesday, February 28, 2023
Customer: 998218
Job No : 44-23-19036
Job Site : Midland water main site one
32.001333, -102.183909
Midland, TX

Salesperson: Visentine Thomas

Terms: NET 30 DAYS
Customer P.O. No: 800-026
Work Performed: crane assist in removing valve repair equipment

| Date | Description | Unit No | Qty Unit Meas | Rate | Extension |
|---|---|---|---|---|---|
| 2/20/2023 | 75 Ton Hydraulic Truck Crane<br>WT # 8323123 | 11160 | 14.00 Hour | $245.00 | $3,430.00 |
| | Pick Up Truck<br>WT # 8323123 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8323123 | | 14.00 Hour | $95.00 | $1,330.00 |
| | Overtime<br>WT # 8323123 | | 12.00 Hour | $47.50 | $570.00 |
| 2/21/2023 | 75 Ton Hydraulic Truck Crane<br>WT # 8323124 | 11160 | 10.50 Hour | $245.00 | $2,572.50 |
| | Pick Up Truck<br>WT # 8323124 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8323124 | | 10.50 Hour | $95.00 | $997.50 |
| | Overtime<br>WT # 8323124 | | 5.00 Hour | $47.50 | $237.50 |
| 2/22/2023 | 75 Ton Hydraulic Truck Crane<br>WT # 8325513 | 11160 | 10.50 Hour | $245.00 | $2,572.50 |
| | Pick Up Truck<br>WT # 8325513 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8325513 | | 10.50 Hour | $95.00 | $997.50 |

BRAGG CRANE SERVICE

Texas

**Bragg Crane Service**
**PO Box 727**
**Long Beach, CA 90801**
**(562) 984-2400 Ph.**
**(562) 984-2467 Fax**

**Invoice** **218940**

Red Deer Construction LLC
PO Box 51423
Midland, TX 79710

Invoice Date: Tuesday, February 28, 2023
Customer: 998218
Job No : 44-23-19036
Job Site : Midland water main site one
32.001333, -102.183909
Midland, TX

Salesperson: Visentine Thomas

| Date | Description | Unit No | Qty Unit Meas | Rate | Extension |
|---|---|---|---|---|---|
| | Overtime<br>WT # 8325513 | | 5.00 Hour | $47.50 | $237.50 |
| 2/23/2023 | 75 Ton Hydraulic Truck Crane<br>WT # 8325514 | 11160 | 12.50 Hour | $245.00 | $3,062.50 |
| | Pick Up Truck<br>WT # 8325514 | | 1.00 Day | $95.00 | $95.00 |
| | Rigger<br>WT # 8325514 | | 12.50 Hour | $95.00 | $1,187.50 |
| | Overtime<br>WT # 8325514 | | 9.00 Hour | $47.50 | $427.50 |
| | Surcharge<br>WT # 8325514 | | | 10.00% | $1,800.25 |

**Total Invoice:** **$19,802.75**

**You can pay online at www.braggcrane.com**
**We thank you for your business!**

Please submit payments within Terms. Past Due Invoices will incur fees and penalties at a rate of 1.5% of the Invoice total per month, 18% per year.

# BRAGG CRANE SERVICE

TX 8323123

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | Tue | Wed | Thur | Fri | Sat | Sun

Job No#: 44-23-19036 Date: 2/20/23

Customer/Lessee: RED DEER CONST.

Job Name: MIDLAND WATER MAIN

Job Address:

Equip. No#: 11160 Boom: Jib:

Operator: ERIC JOHNSON Oiler: ALBERT CLARK

Accessories Equipment:

## CONTRACT EXECUTION - START WORK AUTHORIZATION

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**

By:

**Customer/Lessee**

Print Name: X ROBERT CHESNEY

Signature: X

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 7:30 A.M. P.M. | 8:00 A.M. P.M. | | | .5 |
| Boom Assembly | A.M. P.M. | A.M. P.M. | | | |
| Work | 8:00 A.M. P.M. | 10:00 A.M. P.M. | | | 14 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | A.M. P.M. | A.M. P.M. | | | |
| Travel/Portal | 10:00 A.M. P.M. | 10:30 A.M. P.M. | | | .5 |
| | | | | Total Net Hours | 15 |

Remarks:

## HOURS SHOWN ABOVE ARE CORRECT

Customer's Name: X ROBERT CHESNEY Authorized Signature: X

**PLEASE VERIFY HOURS AT THE END OF EACH DAY**

↓ Accounting Dept. Only - Do Not Write In This Box ↓

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 14.0 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 14.0 | 95.00 |
| Overtime | 12.0 | 47.50 |
| Double Time | | |
| Accessory Haul / Pick Up | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | | |

## DAILY CHECKLIST

Equipment Number:

Hours Upper: Hours Lower:

State Travel Permit Expiration Date:

Annual Inspection Expiration Date:

Quad Inspection Expiration Date:

Fire Extinguisher Expiration Dates Lower:

Fire Extinguisher Expiration Dates Upper:

Daily Crane/Site Inspection Form Completed Yes/No:

A/D Assembly Form Completed Yes/No:

Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| MOB TO LOCATION | .5 |
| | |
| PUT VALVE TOGETHER | 3 |
| ON GROUND S. SIDE | |
| | |
| MOVE TO NORTH SIDE & | 2 |
| DO SAME | |
| SET VALVE | 9 |
| MOB TO YARD | .5 |

Name (CDL):

Start Address:

End Address:

Name (CDL):

Start Address:

End Address:

↓ Payroll Dept. Only - Do Not Write In This Box ↓

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |
| | | | | | | |

ORIGINAL

# TERMS AND CONDITIONS OF CONTRACT (TX)

**1. INDEMNIFICATION (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) – LESSEE AGREES TO PARTIALLY INDEMNIFY AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.**

**MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.TCA. CIVIL PRACTICE CODE §127.001-127.007) – LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.**

**2. INSURANCE** - The Lessee agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of $5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used). Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

**3. OPERATION OF EQUIPMENT** – It is expressly agreed by and between the parties hereto that the Equipment and all persons operating, repairing, or maintaining and assembling/disassembling the Equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications, and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications, and that ASME B30.5-2011 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 – 1926.1442.** Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator; however, if operator is not rejected, the operator is under the Lessee's exclusive direction and control and is Lessee's agent, servant, and employee. The lease payments made by the Lessee shall include the operator's wages, even though the operator's wages may be disbursed by the Lessor. This lease is upon the agreement of the parties that Lessor has no right to replace or substitute personnel except at the direction of and with the approval of Lessee and that the Lessee shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased Equipment and personnel the Lessee selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Lessee shall notify Lessor in writing within 48 hours of its occurrence, specifying the extent and nature of the accident or damage. The cost of any repair necessary to restore the Equipment to its original condition shall be paid by Lessee. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. Time is of the essence of this lease and all its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions, or Lessor's acceptance of late or partial performance hereunder shall not constitute a waiver of any prior defaults of Lessee, nor of Lessor's rights under this agreement. This lease shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Lessor's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. THIS CONTRACT SHALL BE IN EFFECT FOR A DURATION OF ONE YEAR FOR THIS OR SIMILAR EQUIPMENT OR UNLESS EXPRESSLY TERMINATED IN WRITING BY Lessor. In the event that the Lessee loans, sublets or allows a third party to use the crane and the services of the operator, Lessee agrees to have said third party sign and agree to the terms of this contract.

**4. CONDITIONS –GROUND/POWERLINES/RIGGING**—The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Lessee shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Lessee shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Lessee shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment, if chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, are loaned to the Lessee by the Lessor for the Lessee's convenience; they are solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are under Lessee's direct supervision and control. **Lessee assumes the responsibility for the method of rigging, and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Lessee's direct supervision and control.**

**5. NO RELIANCE ON LOAD MEASURING DEVICE** – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

**6. AUTHORIZED SIGNATURE** - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

**7. STORAGE OF EQUIPMENT** – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

**8. DELAY** – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

**9. PAYMENT** – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. **Invoices are due and payable 30 days after invoice date.** Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law

**10. ALTERATIONS** – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing, on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this agreement must be initialed and dated by an officer of Bragg.

# BRAGG CRANE SERVICE

TX 8323124

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | (Tue) | Wed | Thur | Fri | Sat | Sun

Job No#: 44-23-19036 Date: 2-21-2023

Customer/Lessee: RED DEER

Job Name: MIDLAND WATER MAIN

Job Address:

Equip. No#: 11160 Boom: Jib:

Operator: ERIC JOHNSON Oiler: ALBERT CLARK

Accessories Equipment:

## CONTRACT EXECUTION - START WORK AUTHORIZATION

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**

By:

**Customer/Lessee**

Print Name: X ROBERT CHESNEY

Signature: X

## DAILY CHECKLIST

Equipment Number:

Hours Upper: Hours Lower:

State Travel Permit Expiration Date:

Annual Inspection Expiration Date:

Quad Inspection Expiration Date:

Fire Extinguisher Expiration Dates Lower:

Fire Extinguisher Expiration Dates Upper:

Daily Crane/Site Inspection Form Completed Yes/No:

A/D Assembly Form Completed Yes/No:

Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 7:30 (A.M.) P.M. | 8 (A.M.) P.M. | | | .5 |
| Boom Assembly | A.M. P.M. | A.M. P.M. | | | |
| Work | 8 (A.M.) P.M. | 6:30 A.M. (P.M.) | | | 10.5 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | A.M. P.M. | A.M. P.M. | | | |
| Travel/Portal | 6:30 (A.M.) P.M. | 7:30 (A.M.) P.M. | | | 1 |

Remarks:

Total Net Hours 12

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| MOB TO LOCATION | .5 |
| REMOVE UNITS | 7 |
| MOVE CRANE | 1 |
| SET UNITS | 2.5 |
| GET FUEL MOB TO YARD | 1 |

Name (CDL):

Start Address:

End Address:

Name (CDL):

Start Address:

End Address:

## HOURS SHOWN ABOVE ARE CORRECT

Customer's Name: X ROBERT CHESNEY Authorized Signature: X

**PLEASE VERIFY HOURS AT THE END OF EACH DAY**

↓ Accounting Dept. Only - Do Not Write In This Box ↓

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 10.5 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 10.5 | 95.00 |
| Overtime | 5.0 | 47.50 |
| Double Time | | |
| Accessory Haul / Pick Up | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | | |

↓ Payroll Dept. Only - Do Not Write In This Box ↓

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |
| | | | | | | |

ORIGINAL

# TERMS AND CONDITIONS OF CONTRACT (TX)

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**5. NO RELIANCE ON LOAD MEASURING DEVICE** – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

**6. AUTHORIZED SIGNATURE** - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

**7. STORAGE OF EQUIPMENT** – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

**8. DELAY** – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

**9. PAYMENT** – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. **Invoices are due and payable 30 days after invoice date.** Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law

**10. ALTERATIONS** – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this agreement must be initialed and dated by an officer of Bragg.

# BRAGG CRANE SERVICE

TX 8325513

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | Tue | (Wed) | Thur | Fri | Sat | Sun

Job No#: 44-23-14036 Date: 2/22/2023

Customer/Lessee: RED DEER CONST.

Job Name: MIDLAND WATER MAIN

Job Address:

Equip. No#: 11160 Boom: Jib:

Operator: ERIC JOHNSON Oiler: ERIC BERNAL

Accessories Equipment:

## CONTRACT EXECUTION - START WORK AUTHORIZATION

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**

By:

**Customer/Lessee**

Print Name: X Dakota Spencer

Signature: X

## DAILY CHECKLIST

Equipment Number:

Hours Upper: Hours Lower:

State Travel Permit Expiration Date:

Annual Inspection Expiration Date:

Quad Inspection Expiration Date:

Fire Extinguisher Expiration Dates Lower:

Fire Extinguisher Expiration Dates Upper:

Daily Crane/Site Inspection Form Completed Yes/No:

A/D Assembly Form Completed Yes/No:

Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 7:30 A.M. | 8:00 A.M. | | | .5 |
| Boom Assembly | A.M. P.M. | A.M. P.M. | | | |
| Work | 2:30 P.M. | 6:30 A.M. | | | 4 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | 8:00 A.M. | 2:30 P.M. | | | 6.5 |
| Travel/Portal | 6:30 P.M. | 7:00 P.M. | | | .5 |

Remarks: Total Net Hours 11.5

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| MOB TO LOCATION | .5 |
| STAND BY | 6.5 |
| LIFT WNZT | 4 |
| MOB TO YARD | .5 |

## HOURS SHOWN ABOVE ARE CORRECT

Customer's Name: X Dakota Authorized Signature: X

PLEASE VERIFY HOURS AT THE END OF EACH DAY

Name (CDL):
Start Address:
End Address:
Name (CDL):
Start Address:
End Address:

Accounting Dept. Only - Do Not Write In This Box

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 10.5 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 10.5 | 95.00 |
| Overtime | 5.0 | 47.50 |
| Double Time | | |
| Accessory Haul / Pick Up | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | | |

Payroll Dept. Only - Do Not Write In This Box

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |
| | | | | | | |

ORIGINAL

# TERMS AND CONDITIONS OF CONTRACT (TX)

**1. INDEMNIFICATION (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) – LESSEE AGREES TO PARTIALLY INDEMNIFY AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.**

**MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.007) – LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.**

**2. INSURANCE** – The Lessee agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of $5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used), Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

**3. OPERATION OF EQUIPMENT** -- It is expressly agreed by and between the parties hereto that the Equipment and all persons operating, repairing, or maintaining and assembling/disassembling the Equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications, and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications, and that ASME B30.5-2011 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 – 1926.1442.** Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator; however, if operator is not rejected, the operator is under the Lessee's exclusive direction and control and is Lessee's agent, servant, and employee. The lease payments made by the Lessee shall include the operator's wages, even though the operator's wages may be disbursed by the Lessor. This lease is upon the agreement of the parties that Lessor has no right to replace or substitute personnel except at the direction of and with the approval of Lessee and that the Lessee shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased Equipment and personnel the Lessee selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Lessee shall notify Lessor in writing within 48 hours of its occurrence, specifying the extent and nature of the accident or damage. The cost of any repair necessary to restore the Equipment to its original condition shall be paid by Lessee. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. Time is of the essence of this lease and all its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions, or Lessor's acceptance of late or partial performance hereunder shall not constitute a waiver of any prior defaults of Lessee, nor of Lessor's rights under this agreement. This lease shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Lessor's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. THIS CONTRACT SHALL BE IN EFFECT FOR A DURATION OF ONE YEAR FOR THIS OR SIMILAR EQUIPMENT OR UNLESS EXPRESSLY TERMINATED IN WRITING BY Lessor. In the event that the Lessee loans, sublets or allows a third party to use the crane and the services of the operator, Lessee agrees to have said third party sign and agree to the terms of this contract.

**4. CONDITIONS –GROUND/POWERLINES/RIGGING**—The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Lessee shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Lessee shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Lessee shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment, if chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, are loaned to the Lessee by the Lessor for the Lessee's convenience; they are solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are under Lessee's direct supervision and control. **Lessee assumes the responsibility for the method of rigging, and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Lessee's direct supervision and control.**

**5. NO RELIANCE ON LOAD MEASURING DEVICE** – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

**6. AUTHORIZED SIGNATURE** - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

**7. STORAGE OF EQUIPMENT** – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

**8. DELAY** – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

**9. PAYMENT** – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. **Invoices are due and payable 30 days after invoice date.** Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law.

**10. ALTERATIONS** – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing, on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this agreement must be initialed and dated by an officer of Bragg.

# BRAGG CRANE SERVICE

TX 8325514

# DAILY WORK CONTRACT

824 S. GRANDVIEW AVENUE • ODESSA, TEXAS 79761
(432) 332-0484

Mon | Tue | Wed | (Thur) | Fri | Sat | Sun

Job No#: 44-23-19036 Date: 2/23/2023

Customer/Lessee: RED DEER CONST.

Job Name: MIDLAND WATER MAIN

Job Address:

Equip. No#: 11160 Boom: Jib:

Operator: ERIC JOHNSON Oiler: ERIC BERNAL

Accessories Equipment:

## CONTRACT EXECUTION - START WORK AUTHORIZATION

The individual signing this contract for the Customer/Lessee has the authority to sign on behalf of the party and both parties mutually accept and agree to the terms and conditions of the lease contract appearing on the reverse side of this page, effective on lease commencement. The parties further agree that the Terms & Conditions shall apply for the duration of the project and agree that the Daily Work Contract does not have to be signed daily for the Terms & Conditions to be binding on the parties for a duration of one year.

**Bragg Crane Service/Lessor**

By:

**Customer/Lessee**

Print Name: X Dakota Spencer R

Signature: X

| Description | From | To | Out | Why | Hours |
|---|---|---|---|---|---|
| Travel/Portal | 7:30 (A.M.) P.M. | 8:00 (A.M.) P.M. | | | .5 |
| Boom Assembly | A.M. P.M. | A.M. P.M. | | | |
| Work | 8:00 (A.M.) P.M. | 8:00 A.M. (P.M.) | | | 12 |
| Boom Disassembly | A.M. P.M. | A.M. P.M. | | | |
| Permit Stand By | A.M. P.M. | A.M. P.M. | | | |
| Travel/Portal | 8:30 A.M. (P.M.) | 8:30 A.M. (P.M.) | | | .5 |

Remarks:

Total Net Hours 13

## HOURS SHOWN ABOVE ARE CORRECT

Customer's Name: X Dakota Authorized Signature: X

**PLEASE VERIFY HOURS AT THE END OF EACH DAY**

↓ Accounting Dept. Only - Do Not Write In This Box ↓

| ITEM | Hours | Rate |
|---|---|---|
| Ton Crane | 12.5 | 245.00 |
| Ft. Boom | | |
| Crew Only / Portal | 12.5 | 95.00 |
| Overtime | 9.0 | 47.50 |
| Double Time | | |
| Accessory Haul / (Pick Up) | 1.0 | 95.00 |
| Mobilization | | |
| Demobilization | | |
| Subsistence / Lodging | | |
| Fuel / Insurance Surcharge | 1.0 | 10% |

## DAILY CHECKLIST

Equipment Number:

Hours Upper: Hours Lower:

State Travel Permit Expiration Date:

Annual Inspection Expiration Date:

Quad Inspection Expiration Date:

Fire Extinguisher Expiration Dates Lower:

Fire Extinguisher Expiration Dates Upper:

Daily Crane/Site Inspection Form Completed Yes/No:

A/D Assembly Form Completed Yes/No:

Customer Name/Signature Executed Yes/No:

## DAILY SAFETY MEETING TOPIC

Initials of Attendees:

## WORK PERFORMED COMMENTS

| | HRS |
|---|---|
| MOB TO LOCATION | .5 |
| | |
| | |
| LIFT UNITS | 12 |
| | |
| | |
| | |
| MOB TO YARD | .5 |
| | |

Name (CDL):

Start Address:

End Address:

Name (CDL):

Start Address:

End Address:

↓ Payroll Dept. Only - Do Not Write In This Box ↓

| Employee # | Ttl Hrs | ST | OT | DT | TT | SUB |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Lat Boom Time | | | | | | |
| Tilt Up Time | | | | | | |
| Boom Time | | | | | | |
| | | | | | | |

ORIGINAL

# TERMS AND CONDITIONS OF CONTRACT (TX)

1. INDEMNIFICATION (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) – LESSEE AGREES TO PARTIALLY INDEMNIFY AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.TCA. CIVIL PRACTICE CODE §127.001-127.007) – LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

2. INSURANCE – The Lessee agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of $5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used), Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

3. OPERATION OF EQUIPMENT – It is expressly agreed by and between the parties hereto that the Equipment and all persons operating, repairing, or maintaining and assembling/disassembling the Equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications, and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications, and that ASME B30.5-2011 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 – 1926.1442.** Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator; however, if operator is not rejected, the operator is under the Lessee's exclusive direction and control and is Lessee's agent, servant, and employee. The lease payments made by the Lessee shall include the operator's wages, even though the operator's wages may be disbursed by the Lessor. This lease is upon the agreement of the parties that Lessor has no right to replace or substitute personnel except at the direction of and with the approval of Lessee and that the Lessee shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased Equipment and personnel the Lessee selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Lessee shall notify Lessor in writing within 48 hours of its occurrence, specifying the extent and nature of the accident or damage. The cost of any repair necessary to restore the Equipment to its original condition shall be paid by Lessee. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. Time is of the essence of this lease and all its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions, or Lessor's acceptance of late or partial performance hereunder shall not constitute a waiver of any prior defaults of Lessee, nor of Lessor's rights under this agreement. This lease shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Lessor's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. THIS CONTRACT SHALL BE IN EFFECT FOR A DURATION OF ONE YEAR FOR THIS OR SIMILAR EQUIPMENT OR UNLESS EXPRESSLY TERMINATED IN WRITING BY Lessor. In the event that the Lessee loans, sublets or allows a third party to use the crane and the services of the operator, Lessee agrees to have said third party sign and agree to the terms of this contract.

4. CONDITIONS –GROUND/POWERLINES/RIGGING—The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Lessee shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Lessee shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Lessee shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment, if chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, are loaned to the Lessee by the Lessor for the Lessee's convenience; they are solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are under Lessee's direct supervision and control. **Lessee assumes the responsibility for the method of rigging, and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Lessee's direct supervision and control.**

5. NO RELIANCE ON LOAD MEASURING DEVICE – If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or any portion of the Equipment, so as to ensure that any such load measuring device shall be used as an operator-aide only. Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device, he does so completely at his own risk.

6. AUTHORIZED SIGNATURE - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

7. STORAGE OF EQUIPMENT – Lessor shall not be liable for any loss or injury to Lessee's property stored in Lessor's yard, and it is further understood and agreed to that Lessee's property/Equipment stored is not insured by Lessor against loss or injury, however caused. Lessee is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/machinery stored with Lessor.

8. DELAY – Customer waives all claims against Bragg for any delay, impact damages, or loss of material by any reason of any shutdown, or failure of equipment furnished under this Agreement. Lessee acknowledges and agrees that in the event of prevention, delay or work stoppage due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, civil commotion, fire and other casualty, and all other causes beyond control of Bragg shall excuse Bragg's performance under this Agreement for the period equal to such prevention, delay, or work stoppage.

9. PAYMENT – Lessee agrees to pay as rent when due the reasonable lease value of the furnished equipment and operating personnel. The reasonable lease value is agreed to be that set out by Bragg's regularly published rate sheets effective at the commencement of this Agreement. If Bragg has separately quoted different rates to Lessee prior to commencement of the lease, then those rates shall apply. Lessee promises to pay, in addition, all costs of collection including reasonable attorney fees if collection action is brought by Bragg. Lessee promises to pay, in addition, interest at the rate of one and one-half percent per month on the unpaid compounded balance past due. Invoices are due and payable 30 days after invoice date. Lessee agrees to supply all of the information required for the completion of any preliminary lien notice required by applicable law.

10. ALTERATIONS – The terms and provisions of this Agreement are negotiated to the satisfaction of both parties. Alterations to the printed terms and conditions may be made by noting same, in writing on the reverse hereof, which alterations must be initialed and dated by both parties to be effective. Any alteration affecting the interests of Bragg under this agreement must be initialed and dated by an officer of Bragg.

# City Council Meeting

**Item Number:** 14

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY DREDGING OF THE WATER PURIFICATION PLANT RESERVOIR BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $250,235.12 (DISTRICT 2) (GENERAL SERVICES)

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**Purpose:**

Resolution ratifying the purchase and approving payment for emergency dredging of the Water Purification Plant reservoir performed by Red Deer Construction for a total cost of $250,235.12.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funds are available in the FY23 Water & Sewer Fund Operating Budget.

**Discussion:**

Red Deer Construction was called to perform emergency dredging of the Water Purification Plant reservoir. Red Deer was mobilized to remove solids to allow the City to put the reservoir back in service. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for the emergency dredging of the Water Purification Plant reservoir performed by Red Deer Construction of Midland, Texas for a total cost of $250,235.12.

Tina Dawg

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a Resolution Ratifying the Emergency dredging of the Water Purification Plant reservoir by Red Deer Construction.

**DATE:** March 28, 2023

On Jan 4 2023 an operations error at the Water Purification Plant allowed solids to flow into the 15 million gallon reservoir at the Plant. The reservoir is the location where the City's 1966 water source enters the treatment system. With the solids in the reservoir the City could not flow water into the reservoir causing the 1966 water source to not be able to be used. Red Deer was mobilized to remove solids to allow the City to put the reservoir back in services. Red Deer rented large solids moving pumps and associated equipment to remove the solids.

Red Deer construction provided their services on the removal of solids in the WPP reservoir. The cost for Red Deer to perform the service was $250,235.12. Utilities request Council to ratify the construction costs of $250,235.12. The repair cost will be paid out of the Utilities' maintenance of the sanitary sewer line item (300320 53390).

**RESOLUTION NO. _____**

**RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY DREDGING OF THE WATER PURIFICATION PLANT RESERVOIR BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $250,235.12**

**WHEREAS,** Solids flowed into the Water Purification Plant reservoir preventing water from flowing into the reservoir; and

**WHEREAS,** Red Deer Construction, LLC, was an emergency utility contractor called on to remove the solids to allow the City to put the reservoir back into service; and

**WHEREAS,** Red Deer Construction, LLC, agreed to provide the emergency services for a total cost of $250,235.12 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

**WHEREAS,** the City Council finds and determines that said unforeseen damage to said reservoir constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

**WHEREAS**, the City Council finds it to be in the public interest to ratify and approve the payment for emergency services provided by Red Deer Construction, LLC, for a total cost of $250,235.12;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the payment for emergency services by Red Deer Construction, LLC, at a total cost of $250,235.12, is hereby ratified and approved.

**SECTION TWO.** That funding is available in the FY23 Water & Sewer Fund Operating Budget.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Red Deer Construction, LLC, an amount not to exceed $250,235.12 from available funds 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

**Red Deer Construction, LLC**
PO Box 51473
Midland, TX 79710 US
432-695-4420

# INVOICE

**INVOICE #** 1077
**DATE** 02/27/2023
**DUE DATE** 02/27/2023

**BILL TO**
City of Midland Utility

**SHIP TO**
City of Midland Utility

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Water Plant**<br>1/11/2023 Mobilized men, equipment and tools on the jobsite and arranged for pumps to be delivered in the morning: Labor: $1,485.00, Equipment: $800.00 | 1 | 2,285.00 | 2,285.00 |
| **Water Plant**<br>1/12/2023 Set up 8" x 12" transfer pump and started moving water to a near by drying pit, and started building a working ramp into the southern most drying bed so we could clean up the area and make it able to receive water. Labor: $3,430.00, Equipment: $4,500.00 | 1 | 7,930.00 | 7,930.00 |
| **Water Plant**<br>1/13/2023 Set up a second 8" x 12" transfer pump and started moving water to a near by drying pit. We completed building a working ramp into the southern most drying bed, started digging out and cleaning up the drying bed, hauled materials from the drying bed to the eastern side to rebuild the levy that had significant portions of it removed in the past. Labor: $5,720.00, Equipment: $7,260.00 | 1 | 12,980.00 | 12,980.00 |
| **Water Plant**<br>1/14/2023 Per instructions from the COM Water plant management we used the material that was dug out of the southern most drying bed to build a damn dissecting the pond into a east and west side. The intention is to have additional areas to pump water without loosing the only area we have to dispose of the mud in the main pond. Labor: $3,660.00, Materials: $24,742.25, Equipment: $4,480.00 | 1 | 32,882.25 | 32,882.25 |
| **Water Plant**<br>1/16/2023 Per Carl's instructions we set up an additional pump from the southern most drying bed to the closest manhole located in a alley just to the south of the water plant. We set up traffic control on the alley and began pumping into the manhole. We also continued to run both of the large pumps at the main pond. Labor: $4,735.00, Equipment: $3,610.00 | 1 | 8,345.00 | 8,345.00 |
| **Water Plant**<br>1/17/2023 Abandoned pumping into the manhole in the alley south of the plant because it could not handle to flow safely, instead we re-routed the discharge line in to the city park on the east side of the plant and continued to move water out of both ponds. Labor: $2,440.00, Equipment: $1,370.00 | 1 | 3,810.00 | 3,810.00 |
| **Water Plant**<br>1/18/2023 Took delivery and set up a 6" hydraulic driven mud pump and ran | 1 | 5,885.00 | 5,885.00 |



Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| poly line to the southern most drying bed. We started to pump the mud directly out of the pond while also fighting to continue to move water in the main pond that is still filling partially overnight. Labor: $1,765.00, Equipment: $4,120.00 | | | |
| **Water Plant**<br>1/19/2023 Replaced the hydraulic power unit on the mud pump with a larger size to increase production, fueled and serviced all of the equipment and water pumps, and continued running all of the pumps moving water and mud. Labor: $3,970.00, Equipment: $3,600.00 | 1 | 7,570.00 | 7,570.00 |
| **Water Plant**<br>1/20/2023 Hydraulic mud pump broke down and had to be replaced with a new unit and brought back into service, serviced and fueled all pumps and equipment, and continued to pump water and mud. Labor: $3,420.00, Equipment: $4,975.00 | 1 | 8,395.00 | 8,395.00 |
| **Water Plant**<br>1/21/2023 Brought in an additional booster pump to help push the mud from the clear water pond to the southern most drying bed. The addition of the additional pump increased mud flow dramatically. We fueled and serviced all of the pumps and equipment and continued to pump mud and water. Labor: $3,457.50, Materials: $42,734.19, Equipment: $6,690.00 | 1 | 52,881.69 | 52,881.69 |
| **Water Plant**<br>1/22/2023 Check all of the pumps, made a few adjustments to intake hoses and flow rates, refilled and serviced all of the pumps. Labor: $390.00, Equipment: $7,400.00. | 1 | 7,790.00 | 7,790.00 |
| **Water Plant**<br>1/23/2023 Check all of the pumps, moved the mud pump and booster pump to a new location to facilitate better mud removal, refilled and serviced all of the pumps. Labor: $1,600.00, Equipment: $8,210.00 | 1 | 9,810.00 | 9,810.00 |
| **Water Plant**<br>1/24/2023 Check all of the pumps, refueled everything and continued to pump water and mud. Labor: $1,650.00, Equipment: $8,200.00 | 1 | 9,850.00 | 9,850.00 |
| **Water Plant**<br>1/25/2023 Check all of the pumps, refueled everything and continued to pump water and mud. Labor: $1,320.00, Equipment: $8,000.00 | 1 | 9,320.00 | 9,320.00 |
| **Water Plant**<br>1/26/2023 Started to dig out the middle pond of the three pond located between the clear water pond and the main drying bed per Raymond's request. After lunch we began to break down all pumps per Carl's request due to the inability to gain much ground on the project because of the inability to control the CRMWD line continually dumping water on us. Labor: $3,450.00, Equipment: $9,490.00 | 1 | 12,940.00 | 12,940.00 |
| **Water Plant**<br>1/27/2023 Completed rigging down and rolling up all of the pumps and hoses, and begun hauling them off of the project. We continued to clean out the middle pond to give Raymond as much working room as possible until the water levels receded from the main drying pond,<br>and we hauled and stacked all of the dug out dirt in the area designated. Labor: $3,550.00, Materials $35,911.18, Equipment: $6,100.00 | 1 | 45,561.18 | 45,561.18 |
| **Water Plant**<br>2/2/2023 Completed moving materials and equipment off of the plant site and ran the street sweeper on all of the paved areas. Labor: $2,340.00, Materials $7,500.00, Equipment: $2,160.00 | 1 | 12,000.00 | 12,000.00 |

This Project is Complete.

BALANCE DUE **$250,235.12**

PACKET 14.7 March 28, 2023

Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | 1/11/23 |
| **Weather:** | Nice |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 4.5 | $100.00 |
| Mario Fernandez | Operator | 4.5 | $65.00 |
| Gino Valdez | Laborer | 4.5 | $50.00 |
| Jorge Quinones | Laborer | 4.5 | $50.00 |
| Dakota Spencer | Operator | 4.5 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 1 | $175.00 |
| Komatsu 250 Wheel Loader | | 1 | $175.00 |
| Crew Truck 112 | | 4.5 | $50.00 |
| Crew Truck 102 | | 4.5 | $50.00 |
| | | | |
| | | | |

**Notes**

Mobilized men, equipment, and tools on the job site and arranged for pumps to be delivered in the morning.

**Total labor cost for the day - $1,485.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $800.00**

**Total cost of repair for the day - $2,285.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, January 12, 2023 |
| **Weather:** | Nice |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 10 | $100.00 |
| Mario Fernandez | Operator | 10 | $65.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Dakota Spencer | Operator | 12 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
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| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 10 | $175.00 |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 102 | | 10 | $50.00 |
| | | | |
| | | | |

**Notes**

Set up 8" x 12" transfer pump and started moving water to a near by drying pit, and started building a working ramp into the southern most drying bed so we could clean up the area and make it able to receive water.

**Total labor cost for the day - $3,430.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $4,500.00**

**Total cost of repair for the day - $7,930.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Friday, January 13, 2023 |
| **Weather:** | Nice |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 11 | $100.00 |
| Mario Fernandez | Operator | 11 | $65.00 |
| Gino Valdez | Laborer | 11 | $50.00 |
| Jorge Quinones | Laborer | 11 | $50.00 |
| Dakota Spencer | Operator | 11 | $65.00 |
| Robert Chesney Jr. | Foreman | 11 | $75.00 |
| Robert Chesney Sr. | CDL Driver | 11 | $65.00 |
| Villi Medrano | Laborer | 11 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 11 | $175.00 |
| Komatsu 250 Wheel Loader | | 11 | $175.00 |
| Crew Truck 112 | | 11 | $50.00 |
| Crew Truck 102 | | 11 | $50.00 |
| Crew Truck 105 | | 11 | $50.00 |
| 12 Yd Dump Truck | | 11 | $75.00 |
| Caterpillar 259 Skid Steer | | 11 | $85.00 |
| | 2 - 8"x12" pumps | 24 | See invoices |

## Notes

Set up a second 8" x 12" transfer pump and started moving water to a near by drying pit. We completed building a working ramp into the southern most drying bed, started digging out and cleaning up the drying bed, hauled materials from the drying bed to the eastern side to rebuild the levy that had significant portions of it removed in the past.

**Total labor cost for the day - $5,720.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $7,260.00**

**Total cost of repair for the day - $12,980.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Saturday, January 14, 2023 |
| **Weather:** | Nice |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 8 | $150.00 |
| Robert Chesney Jr. | Foreman | 8 | $112.50 |
| Dakota Spencer | Operator | 8 | $97.50 |
| Robert Chesney Sr. | CDL Driver | 8 | $97.50 |
| | | | |
| | | | |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Onward Resources Invoice #082 | | |
| | $24,742.25 w/mark up | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 8 | $175.00 |
| Komatsu 250 Wheel Loader | | 8 | $175.00 |
| Crew Truck 112 | | 8 | $50.00 |
| 12 Yd Dump Truck | | 8 | $75.00 |
| Caterpillar 259 Skid Steer | | 8 | $85.00 |
| | 2 - 8"x12" pumps | 24 | See invoices |

## Notes

Per instructions from the COM Water plant management we used the material that was dug out of the southern most drying bed to build a damn dissecting the pond into a east and west side. The intention is to have additional areas to pump water without loosing the only area we have to dispose of the mud in the main pond.

**Total labor cost for the day - $3,660.00**

**Total materials cost for the day - $24,742.25**

**Total equipment Cost for the day - $4,480.00**

**Total cost of repair for the day - $32,882.25**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Monday, January 16, 2023 |
| **Weather:** | Nice |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 12 | $100.00 |
| Robert Chesney Jr. | Foreman | 12 | $75.00 |
| Dakota Spencer | Operator | 13.5 | $65.00 |
| Mario Fernandez | Operator | 8.5 | $65.00 |
| Max Beaza | Operator | 12 | $65.00 |
| Gino Valdez | Laborer | 8.5 | $50.00 |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 4 | $175.00 |
| Komatsu 250 Wheel Loader | | 4 | $175.00 |
| Crew Truck 112 | | 13.5 | $50.00 |
| Crew Truck 105 | | 12 | $50.00 |
| Crew Truck 110 | | 8.5 | $50.00 |
| Caterpillar 259 Skid Steer | | 6 | $85.00 |
| | 6"x4" Pump with hoses | 12 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

## Notes

Per Carl's instructions we set up an additional pump from the southern most drying bed to the closest manhole located in a alley just to the south of the water plant. We set up traffic control on the alley and began pumping into the manhole. We also continued to run both of the large pumps at the main pond.

**Total labor cost for the day - $4,735.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $3,610.00**

**Total cost of repair for the day - $8,345.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Tuesday, January 17, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 6 | $100.00 |
| Robert Chesney Jr. | Foreman | 11 | $75.00 |
| Dakota Spencer | Operator | 11 | $65.00 |
| Jorge Quinones | Laborer | 6 | $50.00 |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 2 | $175.00 |
| Crew Truck 112 | | 11 | $50.00 |
| Crew Truck 105 | | 6 | $50.00 |
| Caterpillar 259 Skid Steer | | 2 | $85.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

**Notes**

Abandoned pumping into the manhole in the alley south of the plant because it could not handle to flow safely, instead we re-routed the discharge line in to the city park on the east side of the plant and continued to move water out of both ponds.

**Total labor cost for the day - $2,440.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $1,370.00**

**Total cost of repair for the day - $3,810.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Wednesday, January 18, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 6 | $100.00 |
| Robert Chesney Jr. | Foreman | 6 | $75.00 |
| Dakota Spencer | Operator | 11 | $65.00 |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 4 | $175.00 |
| Crew Truck 112 | | 11 | $50.00 |
| Crew Truck 105 | | 6 | $50.00 |
| Caterpillar 259 Skid Steer | | 2 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 16 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

**Notes**

Took delivery and set up a 6" hydraulicly driven mud pump and ran poly line to the southern most drying bed. We started to pump the mud directly out of the pond while also fighting to continue to move water in the main pond that is still filling partially overnight.

**Total labor cost for the day - $1,765.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $4,120.00**

**Total cost of repair for the day - $5,885.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, January 19, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 6 | $100.00 |
| Robert Chesney Jr. | Foreman | 13 | $75.00 |
| Dakota Spencer | Operator | 13 | $65.00 |
| Bryce Hart | Laborer | 5.5 | $50.00 |
| AJ Garcia | Laborer | 5.5 | $50.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 2 | $175.00 |
| Crew Truck 112 | | 13 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Crew Truck 107 | | 5.5 | $50.00 |
| Caterpillar 259 Skid Steer | | 2 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 24 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

**Notes**

Replaced the hydraulic power unit on the mud pump with a larger size to increase production, fueled and serviced all of the equipment and water pumps, and continued running all of the pumps moving water and mud.

**Total labor cost for the day - $3,970.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $3,600.00**

**Total cost of repair for the day - $7,570.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Friday, January 20, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 5 | $100.00 |
| Robert Chesney Jr. | Foreman | 13 | $75.00 |
| Dakota Spencer | Operator | 13 | $65.00 |
| Villi Medrano | Laborer | 11 | $50.00 |
| Gino Valdez | Laborer | 11 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 1 | $175.00 |
| Crew Truck 112 | | 13 | $50.00 |
| Crew Truck 105 | | 11 | $50.00 |
| Caterpillar 259 Skid Steer | | 0 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 24 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

## Notes

Hydraulic mud pump broke down and had to be replaced with a new unit and brought back into service, serviced and fueled all pumps and equipment, and continued to pump water and mud.

**Total labor cost for the day - $3,420.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $4,975.00**

**Total cost of repair for the day - $8,395.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Saturday, January 21, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 5 | $150.00 |
| Max Beaza | Foreman | 9.5 | $112.50 |
| Dakota Spencer | Operator | 9.5 | $97.50 |
| Raitavian Evans | Laborer | 9.5 | $75.00 |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Onward Resources Invoice #086 | | |
| | $42,734.19 w/ mark up | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 0 | $175.00 |
| Crew Truck 112 | | 9.5 | $50.00 |
| Crew Truck 105 | | 9.5 | $50.00 |
| Caterpillar 259 Skid Steer | | 4 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 24 | $150.00 |
| 6"x4" Booster pump and hoses | | 12 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

## Notes

Brought in an additional booster pump to help push the mud from the clear water pond to the southern most drying bed. The addition of the additional pump increased mud flow dramatically. We fueled and serviced all of the pumps and equipment and continued to pum mud and water.

**Total labor cost for the day - $3,457.50**

**Total materials cost for the day - $42,734.19**

**Total equipment Cost for the day - $6,690.00**

**Total cost of repair for the day - $52,881.69**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Sunday, January 22, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Dakota Spencer | Operator | 4 | $97.50 |
| | | | |
| | | | |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 0 | $175.00 |
| Crew Truck 112 | | 4 | $50.00 |
| Crew Truck 105 | | 0 | $50.00 |
| Caterpillar 259 Skid Steer | | 0 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 24 | $150.00 |
| 6"x4" Booster pump and hoses | | 24 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

**Notes**

Check all of the pumps, made a few adjustments to intake hoses and flow rates, refilled and serviced all of the pumps.

**Total labor cost for the day - $390.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $7,400.00**

**Total cost of repair for the day - $7,790.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Monday, January 23, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 6 | $100.00 |
| AJ Garcia | Laborer | 10 | $50.00 |
| Bryce Hart | Laborer | 10 | $50.00 |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 0 | $175.00 |
| Crew Truck 112 | | 0 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Caterpillar 259 Skid Steer | | 6 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 24 | $150.00 |
| 6"x4" Booster pump and hoses | | 24 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

**Notes**

Check all of the pumps, moved the mud pump and booster pump to a new location to facilitate better mud removal, refilled and serviced all of the pumps.

**Total labor cost for the day - $1,600.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $8,210.00**

**Total cost of repair for the day - $9,810.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Tuesday, January 24, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Dakota Spencer | Operator | 10 | $65.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 0 | $175.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Caterpillar 259 Skid Steer | | 0 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 24 | $150.00 |
| 6"x4" Booster pump and hoses | | 24 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

**Notes**

Check all of the pumps, refueled everything and continued to pump water and mud.

**Total labor cost for the day - $1,650.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $8,200.00**

**Total cost of repair for the day - $9,850.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Wednesday, January 25, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Dakota Spencer | Operator | 8 | $65.00 |
| Jorge Quinones | Laborer | 8 | $50.00 |
| Gino Valdez | Laborer | 8 | $50.00 |
| | | | |
| | | | |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 0 | $175.00 |
| Crew Truck 112 | | 8 | $50.00 |
| Crew Truck 105 | | 8 | $50.00 |
| Caterpillar 259 Skid Steer | | 0 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 24 | $150.00 |
| 6"x4" Booster pump and hoses | | 24 | $150.00 |
| | 6"x4" Pump with hoses | 24 | See invoices |
| | 2 - 8"x12" pumps with hoses | 24 | See invoices |

**Notes**

Check all of the pumps, refueled everything and continued to pump water and mud.

**Total labor cost for the day - $1,320.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $8,000.00**

**Total cost of repair for the day - $9,320.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, January 26, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Dakota Spencer | Operator | 10 | $65.00 |
| AJ Garcia | Laborer | 10 | $50.00 |
| Mario Fernandez | Operator | 10 | $65.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 10 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | | | |
| | | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 10 | $175.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Caterpillar 259 Skid Steer | | 4 | $85.00 |
| 6" Hydraulic mud pump and hoses | | 13 | $150.00 |
| 6"x4" Booster pump and hoses | | 13 | $150.00 |
| 12 Yd Dump Truck | | 10 | $75.00 |
| | 6"x4" Pump with hoses | 13 | See invoices |
| | 2 - 8"x12" pumps with hoses | 13 | See invoices |

## Notes

Started to dig out the middle pond of the three pond located between the clear water pond and the main drying bed per Raymond's request. After lunch we began to break down all pumps per Carl's request due to the inability to gain much ground on the project because of the inability to control the CRMWD line continually dumping water on us.

**Total labor cost for the day - $3,450.00**

**Total materials cost for the day - $0.00**

**Total equipment Cost for the day - $9,490.00**

**Total cost of repair for the day - $12,940.00**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Friday, January 27, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Max Beaza | Forman | 10 | $75.00 |
| AJ Garcia | Laborer | 10 | $50.00 |
| Mario Fernandez | Operator | 10 | $65.00 |
| Jorge Quinones | Laborer | 10 | $50.00 |
| Gino Valdez | Laborer | 10 | $50.00 |
| Robert Chesney Sr. | CDL Driver | 10 | $65.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Onward Resources Invoice# 091 | | |
| | $35,911.18 w/ mark up | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 10 | $175.00 |
| Crew Truck 112 | | 10 | $50.00 |
| Crew Truck 105 | | 10 | $50.00 |
| Komatsu 250 Wheel Loader | | 10 | $175.00 |
| Caterpillar 259 Skid Steer | | 10 | $85.00 |
| 12 Yd Dump Truck | | 10 | $75.00 |

## Notes

Completed rigging down and rolling up all of the pumps and hoses, and begun hauling them off of the project. We continued to clean out the middle pond to give Raymond as much working room as possible until the water levels receded from the main drying pond, and we hauled and stacked all of the dug out dirt in the area designated.

**Total labor cost for the day - $3,550.00**

**Total materials cost for the day - $35,911.18**

**Total equipment Cost for the day - $6,100.00**

**Total cost of repair for the day - $45,561.18**

| | |
|---|---|
| **Job Name:** | Water Plant |
| **Job No.:** | 800-025 |
| **Address:** | City of Midland Water Plant |
| **Supervisor:** | Trey Chandler |
| **Date:** | Thursday, February 2, 2023 |
| **Weather:** | |

# DAILY JOB REPORT

| Employees | | | |
|---|---|---|---|
| **Employee** | **Position** | **Hours** | **Rate** |
| Trey Chandler | Superintendent | 6 | $100.00 |
| Max Beaza | Forman | 6 | $75.00 |
| Bryce Hart | Laborer | 6 | $50.00 |
| Greg Webster | Laborer | 6 | $65.00 |
| Dakota Spencer | Operator | 6 | $50.00 |
| Raitavian Evans | Laborer | 6 | $50.00 |

| Materials | | | |
|---|---|---|---|
| **QTY** | **Materials Received** | **QTY** | **Materials Used** |
| | Direct Water Invoice #3109 | | |
| | $7,500.00 w/ mark up | | |
| | | | |

| Equipment | | | |
|---|---|---|---|
| **On Project** | **Rented** | **Hours** | **Rate** |
| Caterpillar 926 Wheel Loader | | 6 | $175.00 |
| Crew Truck 112 | | 6 | $50.00 |
| Crew Truck 105 | | 6 | $50.00 |
| Self Propelled Street Sweeper | | 6 | $85.00 |

**Notes**

Completed moving materials and equipment off of the plant site and ran the street sweeper on all of the paved areas.

**Total labor cost for the day - $2,340.00**

**Total materials cost for the day - $7,500.00**

**Total equipment Cost for the day - $2,160.00**

**Total cost of repair for the day - $12,000.00**

Direct Water, Inc.

PO Box 1349
Snyder, TX 79550

# Invoice

| Date | Invoice # |
|---|---|
| 1/31/2023 | 3109 |

| Bill To |
|---|
| Red Deer Construction |

| Lease Name |
|---|
| Job # 800-025<br>Midland County, Texas |

| P.O. No. |
|---|
| |

| Item | Description | Quantity | Rate | Amount |
|---|---|---|---|---|
| RigJob | Operator Rig Up/Down | 2 | 1,000.00 | 2,000.00 |
| MISC | Pump and hose rental, 1/12-1/27 (16 days) | 16 | 250.00 | 4,000.00 |
| | Subtotal | | | 6,000.00 |
| | Sales Tax | | 7.00% | 0.00 |

**Total** $6,000.00

# Invoice

Onward Resources

7670 Woodway Drive
Suite 230
Houston TX 77063

| Date | Invoice # |
|---|---|
| 1/16/2023 | 82 |

**Bill To**

Red Deer Construction LLC
P.O. Box 51473,
Midland, Texas 79710

| P.O./AFE No. | Terms | Project/Well |
|---|---|---|
| 800-025 | Net 30 | PROJECT 32302 - COM WATER POND TRANSFER |

| Quantity | Description | U/M | Rate | Amount |
|---|---|---|---|---|
| 2 | Inspector | day | 1,250.00 | 2,500.00 |
| 87 | Mileage | mi | 1.90 | 165.30 |
| 2 | Senior Project Manager | day | 2,080.00 | 4,160.00 |
| 5 | Construction Manager | hr | 155.00 | 775.00 |
| 1 | Senior Engineer | day | 210.00 | 210.00 |
| 2 | Engineering Tech | hr | 105.00 | 210.00 |
| 3 | 10" Lay-Flat Hose (1320 ft at 184.80/day) | | 231.00 | 693.00 |
| 4 | 325 HP Pump-NPPD103094 | | 750.00 | 3,000.00 |
| 1 | 10" Lay-Flat Hose (1960 ft at 274.40/day) | | 343.00 | 343.00 |
| 4 | Road Crossing | | 118.75 | 475.00 |
| 18 | Lay-Flat -Rigup - Supervisor | | 87.50 | 1,575.00 |
| 34 | Lay-Flat - Rigup 1-4 man crew 24hrs & 1-2 man crew 10 Hrs (1/12/23) | | 62.50 | 2,125.00 |
| 25 | Lay-Flat - 5 Man Crew | | 62.50 | 1,562.50 |
| 12 | Lay-Flat - 4 Man Crew | | 62.50 | 750.00 |
| 9 | Lay-Flat - 3 Man Crew | | 62.50 | 562.50 |
| 2 | Spool Trailer | | 343.75 | 687.50 |

It's been a pleasure working with you!

PACKET 14.26

Meeting Date: 1.28.2023

| | |
|---|---|
| **Subtotal** | $19,793.80 |
| **Sales Tax (8.25%)** | $0.00 |
| **Total** | $19,793.80 |

# WORK TICKET

*Onward Resources, LLC*
7670 WOODWAY DR. STE 230
HOUSTON TX 77063

**BILL TO: Red Deer Construction LLC**
ATTN: Trey Chandler

**DATE:** January 16, 2023
**TICKET #** 80014
**PO #**
**AFE #** 800-025
**WELL/ PROJECT** **COM water pond transfer Project 32302**
**COUNTY:** Midland
**STATE:** Texas
**DATE OF SERVICE:** 01/12/23 - 01/15/23

| Item# | DESCRIPTION2 | QTY | UNIT | RATE | AMOUNT |
|---|---|---|---|---|---|
| OR10010 | Inspector | 2.00 | DAYS | $1,250.00 | $ 2,500.00 |
| OR10009 | Mileage | 87.00 | MILEAGE | $1.90 | $ 165.30 |
| OR10011 | Senior Project Manager | 2.00 | DAYS | $2,080.00 | $ 4,160.00 |
| OR10015 | Construction Manager | 5.00 | HOURS | $155.00 | $ 775.00 |
| OR10012 | Senior Engineer | 1.00 | HOURS | $210.00 | $ 210.00 |
| OR10005 | Engineering Tech | 2.00 | HOURS | $105.00 | $ 210.00 |
| OR10050 | 10" Lay-Flat Hose (1320 ft at 184.80/day) | 3.00 | DAYS | $231.00 | $ 693.00 |
| OR10050 | 325 HP Pump-NPPD103094 | 4 | DAYS | $750.00 | $ 3,000.00 |
| OR10050 | 10" Lay-Flat Hose (1960 ft at 274.40/day) | 1.00 | DAYS | $343.00 | $ 343.00 |
| OR10050 | Road Crossing | 4.00 | DAYS | $118.75 | $ 475.00 |
| OR10050 | Lay-Flat -Rigup - Supervisor | 18.00 | DAYS | $87.50 | $ 1,575.00 |
| OR10050 | Lay-Flat - Rigup 1-4 man crew 24hrs & 1-2 man crew 10 Hrs (1/12/23) | 34.00 | HOURS | $62.50 | $ 2,125.00 |
| OR10050 | Lay-Flat - 5 Man Crew | 25.00 | HOURS | $62.50 | $ 1,562.50 |
| OR10050 | Lay-Flat - 4 Man Crew | 12.00 | HOURS | $62.50 | $ 750.00 |
| OR10050 | Lay-Flat - 3 Man Crew | 9.00 | HOURS | $62.50 | $ 562.50 |
| OR10050 | Spool Trailer | 2.00 | DAYS | $343.75 | $ 687.50 |
| | | | | | $ - |
| | | | | SUBTOTAL | $ 19,793.80 |
| | | | | | |
| | | | | | $ - |
| | | | | OTHER | |
| | | | | **TOTAL** | $ 19,793.80 |

**JOB SUMMARY**

Inspect job, get route for lay flat line & laid out line and set pumps. Pump water to retention pond and set fuel tank for pump.

**CUSTOMER ACKNOWLEDGEMENT**

**THANK YOU FOR YOUR BUSINESS!**

# Invoice

Onward Resources

Suite 230
Houston TX 77063

| Date | Invoice # |
|---|---|
| 1/31/2023 | 91 |

**Bill To**

Red Deer Construction LLC
P.O. Box 51473,
Midland, Texas 79710

| P.O./AFE No. | Terms | Project/Well |
|---|---|---|
| 800-025 | Net 30 | PROJECT 32302 - COM WATER POND TRANSFER |

| Quantity | Description | U/M | Rate | Amount |
|---|---|---|---|---|
| 5 | Inspector | day | 1,250.00 | 6,250.00 |
| 338 | Mileage | mi | 1.90 | 642.20 |
| 3 | Senior Project Manager | day | 260.00 | 780.00 |
| 3 | Construction Manager | hr | 155.00 | 465.00 |
| 2 | Engineering Tech | hr | 105.00 | 210.00 |
| 3 | 6X6Poly Pummp PPP 416 | | 343.75 | 1,031.25 |
| 4 | 6X6 Poly Pummp PPP 417 | | 343.75 | 1,375.00 |
| 4 | 6X6 Poly Pummp PPP 415 | | 343.75 | 1,375.00 |
| 4 | 10" Lay-Flat Hose (1960 ft) | | 343.00 | 1,372.00 |
| 4 | 325 HP Pump-NPPD103094 | | 750.00 | 3,000.00 |
| 4 | Road Crossing | | 118.75 | 475.00 |
| 4 | 4" Poly Pipe | | 183.75 | 735.00 |
| 1 | Air Compressor, PIG | | 1,250.00 | 1,250.00 |
| 7 | Rig Up Poly Pipe and Equipment - Supervisor | | 87.50 | 612.50 |
| 21 | Rental IncomeRig Up Poly Pipe and Equipment - 3 Man crew(add suction hoses to pump | | 62.50 | 1,312.50 |
| 11 | Roustabout Crew - Supervisor | | 87.50 | 962.50 |
| 31 | Roustabout Crew - 4 Man-Rig up pump and rig down pumps | | 62.50 | 1,937.50 |
| 10 | Roustabout Crew - Supervisor | | 87.50 | 875.00 |
| 37.5 | Roustabout Crew - 4 Man - Pigging poly & Lay Flat | | 62.50 | 2,343.75 |
| 6 | 45 K W Generator #M0978 | | 81.25 | 487.50 |
| 6 | 4" Submersible Pump | | 81.25 | 487.50 |

It's been a pleasure working with you!

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (8.25%)** | |
| **Total** | |

PACKET 14.28 Meeting, 1-28-2023

# Invoice

Onward Resources

Suite 230
Houston TX 77063

| Date | Invoice # |
|---|---|
| 1/31/2023 | 91 |

| Bill To |
|---|
| Red Deer Construction LLC<br>P.O. Box 51473,<br>Midland, Texas 79710 |

| P.O./AFE No. | Terms | Project/Well |
|---|---|---|
| 800-025 | Net 30 | PROJECT 32302 - COM WATER POND TRANSFER |

| Quantity | Description | U/M | Rate | Amount |
|---|---|---|---|---|
| 73 | Fuel Use - 73 Gallons | | 8.13 | 593.49 |
| 1 | Delivery Fee | | 156.25 | 156.25 |

It's been a pleasure working with you!

| | |
|---|---|
| **Subtotal** | $28,728.94 |
| **Sales Tax (8.25%)** | $0.00 |
| **Total** | $28,728.94 |

# WORK TICKET

*Onward Resources, LLC*
7670 WOODWAY DR. STE 230
HOUSTON TX 77063

**BILL TO: Red Deer Construction LLC**
ATTN: Trey Chandler

**DATE:** January 31, 2023
**TICKET #** 80021
**PO #**
**AFE #** 800-025
**WELL/ PROJECT** **COM water pond transfer Project 32302**
**COUNTY:** Midland
**STATE:** Texas
**DATE OF SERVICE:** 01/23/23 - 01/27/23

| Item# | DESCRIPTION2 | QTY | UNIT | RATE | AMOUNT |
|---|---|---|---|---|---|
| OR10010 | Inspector | 5.00 | DAYS | $1,250.00 | $ 6,250.00 |
| OR10009 | Mileage | 338.00 | MILEAGE | $1.90 | $ 642.20 |
| OR10011 | Senior Project Manager | 3.00 | HOURS | $260.00 | $ 780.00 |
| OR10015 | Construction Manager | 3.00 | HOURS | $155.00 | $ 465.00 |
| OR10005 | Engineering Tech | 2.00 | HOURS | $105.00 | $ 210.00 |
| OR10050 | 6X6Poly Pummp PPP 416 | 3.00 | DAYS | $343.75 | $ 1,031.25 |
| OR10050 | 6X6 Poly Pummp PPP 417 | 4.00 | DAYS | $343.75 | $ 1,375.00 |
| OR10050 | 6X6 Poly Pummp PPP 415 | 4.00 | DAYS | $343.75 | $ 1,375.00 |
| OR10050 | 10" Lay-Flat Hose (1960 ft) | 4.00 | DAYS | $343.00 | $ 1,372.00 |
| OR10050 | 325 HP Pump-NPPD103094 | 4 | DAYS | $750.00 | $ 3,000.00 |
| OR10050 | Road Crossing | 4.00 | DAYS | $118.75 | $ 475.00 |
| OR10050 | 4" Poly Pipe | 4.00 | DAYS | $183.75 | $ 735.00 |
| OR10050 | Air Compressor, PIG | 1.00 | DAYS | $1,250.00 | $ 1,250.00 |
| OR10050 | Rig Up Poly Pipe and Equipment - Supervisor | 7.00 | HOURS | $87.50 | $ 612.50 |
| OR10050 | Rig Up Poly Pipe and Equipment - 3 Man crew(add suction hoses to pump | 21.00 | HOURS | $62.50 | $ 1,312.50 |
| OR10050 | Roustabout Crew - Supervisor | 11.00 | HOURS | $87.50 | $ 962.50 |
| OR10050 | Roustabout Crew - 4 Man-Rig up pump and rig down pumps | 31.00 | HOURS | $62.50 | $ 1,937.50 |
| OR10050 | Roustabout Crew - Supervisor | 10.00 | HOURS | $87.50 | $ 875.00 |
| OR10050 | Roustabout Crew - 4 Man - Pigging poly & Lay Flat | 37.50 | HOURS | $62.50 | $ 2,343.75 |
| OR10050 | 45 K W Generator #M0978 | 6.00 | DAYS | $81.25 | $ 487.50 |
| OR10050 | 4" Submersible Pump | 6.00 | DAYS | $81.25 | $ 487.50 |
| OR10050 | Fuel Use - 73 Gallons | 73.00 | EACH | $8.13 | $ 593.49 |
| OR10050 | Delivery Fee | 1.00 | EACH | $156.25 | $ 156.25 |
| | | | | SUBTOTAL | $ 28,728.94 |
| | | | | | |
| | | | | | $ - |
| | | | | OTHER | |
| | | | | **TOTAL** | $ 28,728.94 |

**JOB SUMMARY**

Pump water out of pits that city added, check pumps due to cold weather and possible freezing. Began changing pump situation for better efficienc. Began rigging down and pigging pipe and lay flat.

**CUSTOMER ACKNOWLEDGEMENT**



**THANK YOU FOR YOUR BUSINESS!**

# Invoice

Onward Resources

Suite 230
Houston TX 77063

| Date | Invoice # |
|---|---|
| 1/23/2023 | 86 |

**Bill To**

Red Deer Construction LLC
P.O. Box 51473,
Midland, Texas 79710

| P.O./AFE No. | Terms | Project/Well |
|---|---|---|
| 800-025 | Net 30 | PROJECT 32302 - COM WATER POND TRANSFER |

| Quantity | Description | U/M | Rate | Amount |
|---|---|---|---|---|
| 9 | Inspector | day | 1,250.00 | 11,250.00 |
| 624 | Mileage | mi | 1.90 | 1,185.60 |
| 3 | Senior Project Manager | day | 260.00 | 780.00 |
| 3 | Construction Manager | hr | 155.00 | 465.00 |
| 2 | Engineering Tech | hr | 105.00 | 210.00 |
| 7 | 6X6Poly Pummp PPP 416 (1/16 to 01/22) | | 343.75 | 2,406.25 |
| 5 | 6X6 Poly Pummp PPP 417 (1/18 to 01/22) | | 343.75 | 1,718.75 |
| 2 | 6X6 Poly Pummp PPP 415 (1/21 to 01/22) | | 343.75 | 687.50 |
| 7 | 10" Lay-Flat Hose (1960 ft) | | 343.00 | 2,401.00 |
| 7 | 325 HP Pump-NPPD103094 | | 750.00 | 5,250.00 |
| 7 | Road Crossing | | 118.75 | 831.25 |
| 7 | 4" Poly Pipe (01/16 - 01/22) | | 18.75 | 131.25 |
| 5 | 4" Poly Pipe (Added 01/18 - 01/22) | | 99.00 | 495.00 |
| 2 | 4" Poly Pipe (Added 01/21 - 01/22) | | 66.00 | 132.00 |
| 6.5 | Rig Up Poly Pipe and Equipment - Supervisor | | 87.50 | 568.75 |
| 13 | Rig Up Poly Pipe and Equipment - 2 Man crew | | 62.50 | 812.50 |
| 10 | Rig Up Poly Pipe and Equipment - Supervisor | | 87.50 | 875.00 |
| 34 | Rig Up Poly Pipe and Equipment - 4 Man crew | | 62.50 | 2,125.00 |
| 6 | Poly Crew - 3 Man crew-spool Poly for lay out | | 62.50 | 375.00 |
| 7 | Rig Up Poly Pipe and Equipment - Supervisor | | 87.50 | 612.50 |
| 14 | Rig Up Poly Pipe and Equipment - 2 Man crew | | 62.50 | 875.00 |

It's been a pleasure working with you!

PACKET 14.31

| | |
|---|---|
| **Subtotal** | $34,187.35 |
| **Sales Tax (8.25%)** | $0.00 |
| **Total** | $34,187.35 |

# WORK TICKET

*Onward Resources, LLC*
7670 WOODWAY DR. STE 230
HOUSTON TX 77063

**DATE:** January 23, 2023
**TICKET #** 80019
**PO #**
**AFE #** 800-025
**WELL/ PROJECT** **COM water pond transfer Project 32302**
**COUNTY:** Midland
**STATE:** Texas
**DATE OF SERVICE:** 01/14/23 - 01/22/23

**BILL TO: Red Deer Construction LLC**
ATTN: Trey Chandler

| Item# | DESCRIPTION2 | QTY | UNIT | RATE | AMOUNT |
|---|---|---|---|---|---|
| OR10010 | Inspector | 9.00 | DAYS | $1,250.00 | $ 11,250.00 |
| OR10009 | Mileage | 624.00 | MILEAGE | $1.90 | $ 1,185.60 |
| OR10011 | Senior Project Manager | 3.00 | HOURS | $260.00 | $ 780.00 |
| OR10015 | Construction Manager | 3.00 | HOURS | $155.00 | $ 465.00 |
| OR10005 | Engineering Tech | 2.00 | HOURS | $105.00 | $ 210.00 |
| OR10050 | 6X6Poly Pummp PPP 416 (1/16 to 01/22) | 7.00 | DAYS | $343.75 | $ 2,406.25 |
| OR10050 | 6X6 Poly Pummp PPP 417 (1/18 to 01/22) | 5.00 | DAYS | $343.75 | $ 1,718.75 |
| OR10050 | 6X6 Poly Pummp PPP 415 (1/21 to 01/22) | 2.00 | DAYS | $343.75 | $ 687.50 |
| OR10050 | 10" Lay-Flat Hose (1960 ft) | 7.00 | DAYS | $343.00 | $ 2,401.00 |
| OR10050 | 325 HP Pump-NPPD103094 | 7 | DAYS | $750.00 | $ 5,250.00 |
| OR10050 | Road Crossing | 7.00 | DAYS | $118.75 | $ 831.25 |
| OR10050 | 4" Poly Pipe (01/16 - 01/22) | 7.00 | DAYS | $18.75 | $ 131.25 |
| OR10050 | 4" Poly Pipe (Added 01/18 - 01/22) | 5.00 | DAYS | $99.00 | $ 495.00 |
| OR10050 | 4" Poly Pipe (Added 01/21 - 01/22) | 2.00 | DAYS | $66.00 | $ 132.00 |
| OR10050 | Rig Up Poly Pipe and Equipment - Supervisor | 6.50 | HOURS | $87.50 | $ 568.75 |
| OR10050 | Rig Up Poly Pipe and Equipment - 2 Man crew | 13.00 | HOURS | $62.50 | $ 812.50 |
| OR10050 | Rig Up Poly Pipe and Equipment - Supervisor | 10.00 | HOURS | $87.50 | $ 875.00 |
| OR10050 | Rig Up Poly Pipe and Equipment - 4 Man crew | 34.00 | HOURS | $62.50 | $ 2,125.00 |
| OR10050 | Poly Crew - 3 Man crew-spool Poly for lay out | 6.00 | HOURS | $62.50 | $ 375.00 |
| OR10050 | Rig Up Poly Pipe and Equipment - Supervisor | 7.00 | HOURS | $87.50 | $ 612.50 |
| OR10050 | Rig Up Poly Pipe and Equipment - 2 Man crew | 14.00 | HOURS | $62.50 | $ 875.00 |
| | | | | SUBTOTAL | $ 34,187.35 |
| | | | | | |
| | | | | | $ - |
| | | | | OTHER | |
| | | | | **TOTAL** | $ 34,187.35 |

**JOB SUMMARY**

Extend lay flat and cuustomer line to new pit. Laid out poly line to sewer system to dispose of water. Laid out poly line to south pit and set submersible pump and booster.

**CUSTOMER ACKNOWLEDGEMENT**

**THANK YOU FOR YOUR BUSINESS!**

# City Council Meeting

**Item Number:** 15

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 12 WITH DUNAWAY ASSOCIATES, LLC, FOR THE BEAL PARK MASTER PLAN IMPLEMENTATION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $43,400.00; AND APPROPRIATING FUNDS FOR SAID TASK ORDER (DISTRICT 4) (GENERAL SERVICES)

---

**Purpose:**

Resolution authorizing the execution of task order #12 with Dunaway Associates, LLC, for the Beal Park Master Plan Implementation Project as directed by City Staff for a total cost of $43,400.00; and transferring and appropriating funds; and authorizing payment.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding for the Task Order in the amount of $43,400 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

**Discussion:**

Resolution 2021-125 approved the selection of Dunaway Associates, LLC., for performance of on-call engineering support services for the Engineering Services Department. Completion of the Conceptual Master Plan and Schematic Plan for Beal Park would be by the end of June 2023. The plans would then be presented to Council for approval. Please see the attached memo from Cristina Burns, Community Services Director, for additional information.

Therefore, please consider a resolution authorizing the execution of task order #12 with Dunaway Associates, LLC. of Midland, Texas for the Beal Park Master Plan Implementation

Project as directed by City Staff for a total cost of $43,400.00; and transferring and appropriating funds; and authorizing payment.

Tina Jaug

City Manager's Office

*CITY OF MIDLAND*
**Community Services Department**
**Parks Division**
**Interoffice Memorandum**

**Date:** March 14, 2023
**To:** Morris Williams Jr., Deputy City Manager
**From:** Cristina Burns, Community Services Director
**Subject:** Task #12 – Consulting Services for Beal Park improvements

It has long been a priority identified in the Midland Parks, Recreation and Open Space Master Plan, as well as by the Midland Soccer Association, to develop Beal Park as the premier soccer complex for both tournaments and all youth soccer games. Families currently attend Saturday youth soccer games at Windlands and Butler Parks. The games are split into different locations depending on the age of the players. This creates a difficult situation for many families if they have participants that are two different ages playing games on the same day.

In order to move forward with this development, a working plan for Beal Park needs to be developed. In 2016, an overall conceptual master plan was created. Since that time, Beal Parkway has opened, and better circulation and parking opportunities now exist along the undeveloped west side of Beal Park. Now is the time to develop a realistic proposal for Beal Park, planning how it can best serve as the location for youth recreational soccer.

The following is a list of amenities that will be explored in the Phase I concept plan of Beal Park:

*Turf Soccer fields
*Irrigated Grass Soccer Fields
*Roadway expansion to Beal Parkway
*Parking
*Field Lights
*Soccer area Playground
*Amphitheater development
*Shade/Seating

Dunaway will provide the following in their scope of work:

| Task | Description | Fee Basis | Fee |
|---|---|---|---|
| 1 | Conceptual Master Plan | Lump Sum | $24,200 |
| 2 | Phase 1 Schematic Plan and Opinions of Probable Cost | Lump Sum | $19,200 |
| | | **Total Design Fee** | **$43,400** |

Completion of the Conceptual Master Plan and Schematic Plan would be by the end of June 2023. The plans would then be presented to Council for approval of the construction plans. The anticipated time of construction would be 9 to 12 months, depending on the time of year for seeding grass.

Funding for the Task Order in the amount of $43,400 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 12 WITH DUNAWAY ASSOCIATES, LLC, FOR THE BEAL PARK MASTER PLAN IMPLEMENTATION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $43,400.00; AND APPROPRIATING FUNDS FOR SAID TASK ORDER**

**WHEREAS**, the City Council approved Resolution No. 2021-125, which selected Dunaway Associates, LLC, for the performance of on-call engineering support services on an as-needed basis; and

**WHEREAS**, the City staff has selected Dunaway Associates, LLC, to provide certain engineering support services for the Beal Park Master Plan Implementation Project; and

**WHEREAS**, Parkhill has agreed to perform said services for a total cost of $43,400.00; and

**WHEREAS**, the City Council finds that Dunaway Associates, LLC, is qualified to perform said services; and

**WHEREAS**, the City Council finds that the professional fees proposed by Dunaway Associates, LLC, are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

**WHEREAS**, the City Council finds that Dunaway Associates, LLC, provides professional services for a fair and reasonable price; and

**WHEREAS**, the City Council finds it to be in the public interest to execute a task order with Dunaway Associates, LLC, as the most highly qualified provider of said professional 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 City Manager is hereby authorized and directed to execute , on behalf of the City of Midland, Task Order Number 12 with Dunaway Associates, LLC,

for the Beal Park Master Plan Implementation Project for a total cost of $43,400.00. A copy of Task Order Number 12 is attached hereto as Exhibit A and incorporated herein for all purposes.

**SECTION TWO.** That funds are available in the Parks Bond Projects Fund (126) and will be appropriated to a project established by the City of Midland Finance Department.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Dunaway Associates, LLC, from funds available in the project established by the City of Midland Finance Department 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# TASK ORDER NO. 12

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and Dunaway Associates, LLC ("COMPANY"), dated September 30, 2021, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 12
PROJECT NAME: BEAL PARK MASTER PLAN IMPLEMENTATION

PART 1.0 PROJECT DESCRIPTION:

In 2016, a Master Plan was developed for Beal Park, illustrating expansion of soccer fields, parking, and other amenities. It is the desire of the City to take the next step in developing Beal Park by revisiting the Master Plan, establishing phasing, and understanding Opinions of Probable Construction Cost for proposed improvements.

COMPANY shall develop Conceptual Master Plan based on feedback from the CITY, conduct a working session with CITY and any relevant stakeholders to verify the program for the park, establish priorities, and provide an updated Concept Plan. After phasing identification, an initial Schematic Plan will be prepared to scale, including rough grading, drainage, paving, and other features. An Opinion of Probable Construction Cost for each phase will be provided. Opinion of Probable Cost will be as accurate as possible given limited information.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

Task 1. Conceptual Master Plan

Task 2. Phase 1 Schematic Plan and Opinions of Probable Construction Cost

TASK 1. CONCEPTUAL MASTER PLAN

1.1 Dunaway will assemble the previous master plan files (2016, provided by the City), available GIS information, and updated aerial photography to create base map working files.

1.2 Dunaway will review the previous master plan and hold a work session with City staff and other representatives as appropriate to discuss program priorities, initial ideas, potential phasing, and construction budget range for Phase 1. During this work session, a final list of program priorities will be agreed upon.

1.3 Based on the final program priorities identified, Dunaway will prepare one (1) Conceptual Master Plan for site circulation, sports field quantity and layout, drainage, and parking. The Conceptual Master Plan will include possible phasing options and be presented to the City for feedback.

1.4 From City review feedback, Dunaway will revise the Concept Master Plan and Phasing Plan.

TASK 2. PHASE 1 SCHEMATIC PLAN AND OPINIONS OF PROBABLE CONSTRUCTION COSTS

2.1 Dunaway will develop a schematic site plan for the Phase 1 improvements identified in the consensus Concept Plan, including demolition, mass grading and drainage features, furnishings and sports equipment, lighting, paving improvements, any utility expansions, turf installation, and other proposed surface improvements.

2.2 A detailed Opinion of Probable Construction Cost shall be prepared for Phase 1.

2.3 Preliminary Opinions of Probable Construction Cost shall be prepared for additional phases of the project.

ASSUMPTIONS

- Project Schedule is based upon a Two (2) month schedule and will include the following items:
- One (1) two-hour design initial kickoff meeting will be conducted with Parks Staff to review the scope of each Phase, discuss program priorities, and examine site circulation.
- Two (2) two-hour progress review meetings will be conducted with Parks and other CITY staff for detailed review of the Conceptual Master Plan and deliverables.
- Two (2) monthly invoices will be completed and submitted after progress on the work.

DELIVERABLES

A. Conceptual Master Plan sketches in PDF format

B. Concept Master Plan and Phasing Plan in PDF format

C. Phase 1 Schematic Site Plan

D. Phase 1 Opinion of Probable Construction Cost

E. Opinion of Probable Construction Cost for future phases

F. Meeting summaries with action items.

G. Monthly invoices.

ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

CITY and COMPANY agree that the following services are beyond the Scope of Services described in the tasks above. However, COMPANY can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the COMPANY as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Construction Documents.
- Construction Administration.
- Professional Surveying Services, including boundary survey, topographic surveys, easements by separate instrument, and plats.
- Civil engineering services, including utility studies and design.
- Illumination Plan or Photometrics study.
- Selection of equipment or site furnishings.
- Signage or wayfinding design.
- Geotechnical Services.
- Structural Services.
- Environmental Services.

## PART 3.0 CITY'S RESPONSIBILITIES:

The CITY's responsibilities will include the following:

- The CITY shall coordinate between departments and staff for required meetings, and distribution, review, and approval of the Opinion of Probable Cost.
- The CITY shall provide existing Master Plan documents, including the results of any programming or feasibility studies, support materials, and opinions of probable cost.

## PART 4.0 PERIODS OF SERVICE:

Project shall follow Project Schedule, as agreed upon by both CITY and COMPANY. If during project, schedule revisions are requested by either party, such revisions will be agreed to by both CITY and COMPANY before proceeding with written authorization.

## PART 5.0 PAYMENTS TO COMPANY:

Executive Fee Summary:

| | | |
|---|---|---|
| 1. | Conceptual Master Plan | $ 24,200 |
| 2. | Phase 1 Schematic Plan and Opinions of Probable Construction Costs | $ 19,200 |

Total: $ 43,400 Lump Sum.

PART 6.0 OTHER: N/A

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | DUNAWAY ASSOCIATES, LLC<br>"COMPANY" | |
|---|---|---|---|
| BY: | | BY: |  |
| NAME: | Robert Patrick | NAME: | Tim Hair, ASLA |
| TITLE: | City Manager | TITLE: | West Texas Regional Executive, Principal |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | 4000 N. Big Spring St, STE 101<br>Midland, TX 79705 |

# TASK ORDER NO. 12

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and Dunaway Associates, LLC ("COMPANY"), dated September 30, 2021, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 12
PROJECT NAME: BEAL PARK MASTER PLAN IMPLEMENTATION

PART 1.0 PROJECT DESCRIPTION:

In 2016, a Master Plan was developed for Beal Park, illustrating expansion of soccer fields, parking, and other amenities. It is the desire of the City to take the next step in developing Beal Park by revisiting the Master Plan, establishing phasing, and understanding Opinions of Probable Construction Cost for proposed improvements.

COMPANY shall develop Conceptual Master Plan based on feedback from the CITY, conduct a working session with CITY and any relevant stakeholders to verify the program for the park, establish priorities, and provide an updated Concept Plan. After phasing identification, an initial Schematic Plan will be prepared to scale, including rough grading, drainage, paving, and other features. An Opinion of Probable Construction Cost for each phase will be provided. Opinion of Probable Cost will be as accurate as possible given limited information.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

Task 1. Conceptual Master Plan

Task 2. Phase 1 Schematic Plan and Opinions of Probable Construction Cost

TASK 1. CONCEPTUAL MASTER PLAN

1.1 Dunaway will assemble the previous master plan files (2016, provided by the City), available GIS information, and updated aerial photography to create base map working files.

1.2 Dunaway will review the previous master plan and hold a work session with City staff and other representatives as appropriate to discuss program priorities, initial ideas, potential phasing, and construction budget range for Phase 1. During this work session, a final list of program priorities will be agreed upon.

1.3 Based on the final program priorities identified, Dunaway will prepare one (1) Conceptual Master Plan for site circulation, sports field quantity and layout, drainage, and parking. The Conceptual Master Plan will include possible phasing options and be presented to the City for feedback.

1.4 From City review feedback, Dunaway will revise the Concept Master Plan and Phasing Plan.

TASK 2. PHASE 1 SCHEMATIC PLAN AND OPINIONS OF PROBABLE CONSTRUCTION COSTS

2.1 Dunaway will develop a schematic site plan for the Phase 1 improvements identified in the consensus Concept Plan, including demolition, mass grading and drainage features, furnishings and sports equipment, lighting, paving improvements, any utility expansions, turf installation, and other proposed surface improvements.

2.2 A detailed Opinion of Probable Construction Cost shall be prepared for Phase 1.

2.3 Preliminary Opinions of Probable Construction Cost shall be prepared for additional phases of the project.

ASSUMPTIONS

- Project Schedule is based upon a Two (2) month schedule and will include the following items:
- One (1) two-hour design initial kickoff meeting will be conducted with Parks Staff to review the scope of each Phase, discuss program priorities, and examine site circulation.
- Two (2) two-hour progress review meetings will be conducted with Parks and other CITY staff for detailed review of the Conceptual Master Plan and deliverables.
- Two (2) monthly invoices will be completed and submitted after progress on the work.

DELIVERABLES

A. Conceptual Master Plan sketches in PDF format
B. Concept Master Plan and Phasing Plan in PDF format
C. Phase 1 Schematic Site Plan
D. Phase 1 Opinion of Probable Construction Cost
E. Opinion of Probable Construction Cost for future phases
F. Meeting summaries with action items.
G. Monthly invoices.

ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

CITY and COMPANY agree that the following services are beyond the Scope of Services described in the tasks above. However, COMPANY can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the COMPANY as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Construction Documents.
- Construction Administration.
- Professional Surveying Services, including boundary survey, topographic surveys, easements by separate instrument, and plats.
- Civil engineering services, including utility studies and design.
- Illumination Plan or Photometrics study.
- Selection of equipment or site furnishings.
- Signage or wayfinding design.
- Geotechnical Services.
- Structural Services.
- Environmental Services.

PART 3.0 CITY'S RESPONSIBILITIES:

The CITY's responsibilities will include the following:

- The CITY shall coordinate between departments and staff for required meetings, and distribution, review, and approval of the Opinion of Probable Cost.
- The CITY shall provide existing Master Plan documents, including the results of any programming or feasibility studies, support materials, and opinions of probable cost.

PART 4.0 PERIODS OF SERVICE:

Project shall follow Project Schedule, as agreed upon by both CITY and COMPANY. If during project, schedule revisions are requested by either party, such revisions will be agreed to by both CITY and COMPANY before proceeding with written authorization.

PART 5.0 PAYMENTS TO COMPANY:

Executive Fee Summary:

| | | |
|---|---|---|
| 1. | Conceptual Master Plan | $ 24,200 |
| 2. | Phase 1 Schematic Plan and Opinions of Probable Construction Costs | $ 19,200 |

Total: $ 43,400 Lump Sum.

PART 6.0 OTHER: N/A

This Task Order is executed this _____ day of _____, 20___.

| CITY OF MIDLAND, TEXAS<br>"CITY" | | DUNAWAY ASSOCIATES, LLC<br>"COMPANY" | |
|---|---|---|---|
| BY: | | BY: |  |
| NAME: | Robert Patrick | NAME: | Tim Hair, ASLA |
| TITLE: | City Manager | TITLE: | West Texas Regional Executive, Principal |
| ADDRESS: | P.O. Box 1152<br>Midland, TX 79702 | ADDRESS: | 4000 N. Big Spring St, STE 101<br>Midland, TX 79705 |

# City Council Meeting

**Item Number:** 16

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Tina Jauz, Assistant City Manager

**Subject:** MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT CORPORATION FOR THE STATE HIGHWAY 191 WASTEWATER MAIN EXTENSION PROJECT, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT 4) (CITY MANAGER)

---

**Purpose:**

The Board of Directors of the Midland Development Corporation approved at a regular meeting on March 6, 2023, the execution of an economic development agreement with the City of Midland for the State Highway 191 wastewater main extension project.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$3,240,000.00

**Discussion:**

This agreement provides for the MDC to reimburse the City for the construction of 2 miles of 12” wastewater main extension from SH 158 to the MDC’s property on SH 191. The authorized amount of $3.24M is based on the opinion of probable cost of $2.7M plus 20% contingency. The MDC will reimburse the amount of the contract.

City Manager's Office

**ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), an Economic Development Corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and the **CITY OF MIDLAND, TEXAS** ("*City*"), a home-rule municipal corporation.

## I.
## Recitals

A. MDC and City desire to set forth the terms and conditions upon which an amount not to exceed Three Million Two Hundred Forty Thousand and No/100 Dollars ($3,240,000.00) in incentive funds will be provided to City as consideration for its construction of a wastewater main extension along State Highway 191 (the "*Project*").

B. The Project will facilitate commercial and industrial development in the City of Midland.

C. The MDC Board of Directors (the "*Board*") and the City Council of the City of Midland, Texas (the "*Council*") find that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code, and is therefore eligible for MDC funding.

D. The Board and the Council find that the Project and expenditures therefor are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.

E. The Board and the Council find that this Agreement does not constitute a direct incentive to or expenditure on behalf of a business enterprise as described in Tex. Loc. Gov't Code § 501.158.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and City hereby agree as follows:

## II.
## MDC Funding

A. **Construction Funds.** Within five (5) days after receiving written notice from City that the City has entered into a contract with a third party for construction of the Project, the MDC shall provide to the City incentive funds for the City's financial obligations under such contract. It is expressly understood that the construction funds shall not exceed a total of Three Million Two Hundred Forty Thousand and No/100 Dollars ($3,240,000.00). If the contract price is less than the aforementioned amount, the MDC shall only provide the City with funding in an amount equal to the contract price. Any excess amount will remain with the MDC. MDC agrees to forgive repayment of the Funds if the conditions contained in Section III are met.

## III.
## Obligations of City

A. **The Project.** City agrees to engage in (or provide for) the construction of the Project. A depiction of the Project scope is contained in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Completion.** Upon completion of the Project, City shall certify such to MDC in accordance with Section VII.B.

C. **Repayment of Construction Funds.** If City fails to complete for provide for the completion of the Project by December 31, 2027 (the "*Construction Completion Date*"), then City agrees to repay all unused Construction Funds to MDC. Any repayable Construction Funds shall be repaid, without interest, within thirty (30) days following City's receipt of written notice from MDC that any portion of the unused Construction Funds are due to be repaid pursuant to this Section.

D. **Extensions.** The Project Completion Date set forth herein may be extended upon a written request from City to MDC for an extension of the time allowed to complete the dates' respective tasks required by this Agreement, and MDC providing to City written approval of such request.

## IV.
## Term

Upon execution by the parties, this Agreement becomes effective on March 29, 2023 (the "*Effective Date*"), and shall terminate when the requirements set forth in Sections II and III are completed, or when terminated by mutual agreement of the parties, or when terminated

as hereinafter provided.

## V.
## Law

The parties are aware of statutory limitations on the Funds and the use of the Funds under Chapters 501 and 504 of the Texas Local Government Code, and the parties acknowledge that the Funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

## VI.
## Documents

Prior to any payment by MDC, City shall deliver to MDC an executed copy of this Agreement.

## VII.
## Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed Three Million Two Hundred Forty Thousand and No/100 Dollars ($3,240,000.00) in the aggregate.

B. **Certification.** As to any certification required under this Agreement, City shall provide a letter from the City Manager. E-mail is an acceptable form of certification under this Agreement.

C. **Payments.** Payments to be made to City under Section II shall be made upon a written request from City and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Executive Director, 200 North Loraine Street, Suite 610, Midland, Texas 79701.

## VIII.
## General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without

a written agreement of the parties.

B. **No Third-Party Beneficiary.** The parties' approval of the 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.

C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and 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.

D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

G. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

H. **Law.** This Agreement is subject to all applicable state and federal laws, and the

parties agrees that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by City without the prior written consent of MDC.

J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

| **If to MDC:** | **If to City:** |
|---|---|
| MDC Executive Director<br>200 N. Loraine St., Suite 610<br>Midland, Texas 79701 | City Manager<br>City of Midland<br>P.O. Box 1152<br>Midland, Texas 79702 |

K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

L. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

| **If to MDC:** | **If to City:** |
|---|---|
| MDC Executive Director<br>200 N. Loraine St., Suite 610<br>Midland, Texas 79701 | City Manager<br>City of Midland<br>P.O. Box 1152<br>Midland, Texas 79702 |

M. MDC and City hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged by the parties.

N. This Agreement shall not be effective until approved by the Council.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, MDC and City have executed this Agreement on the _____day of _____, 2023.

**MIDLAND DEVELOPMENT CORPORATION**

_____
Chase Gardaphe, Chairman

ATTEST:

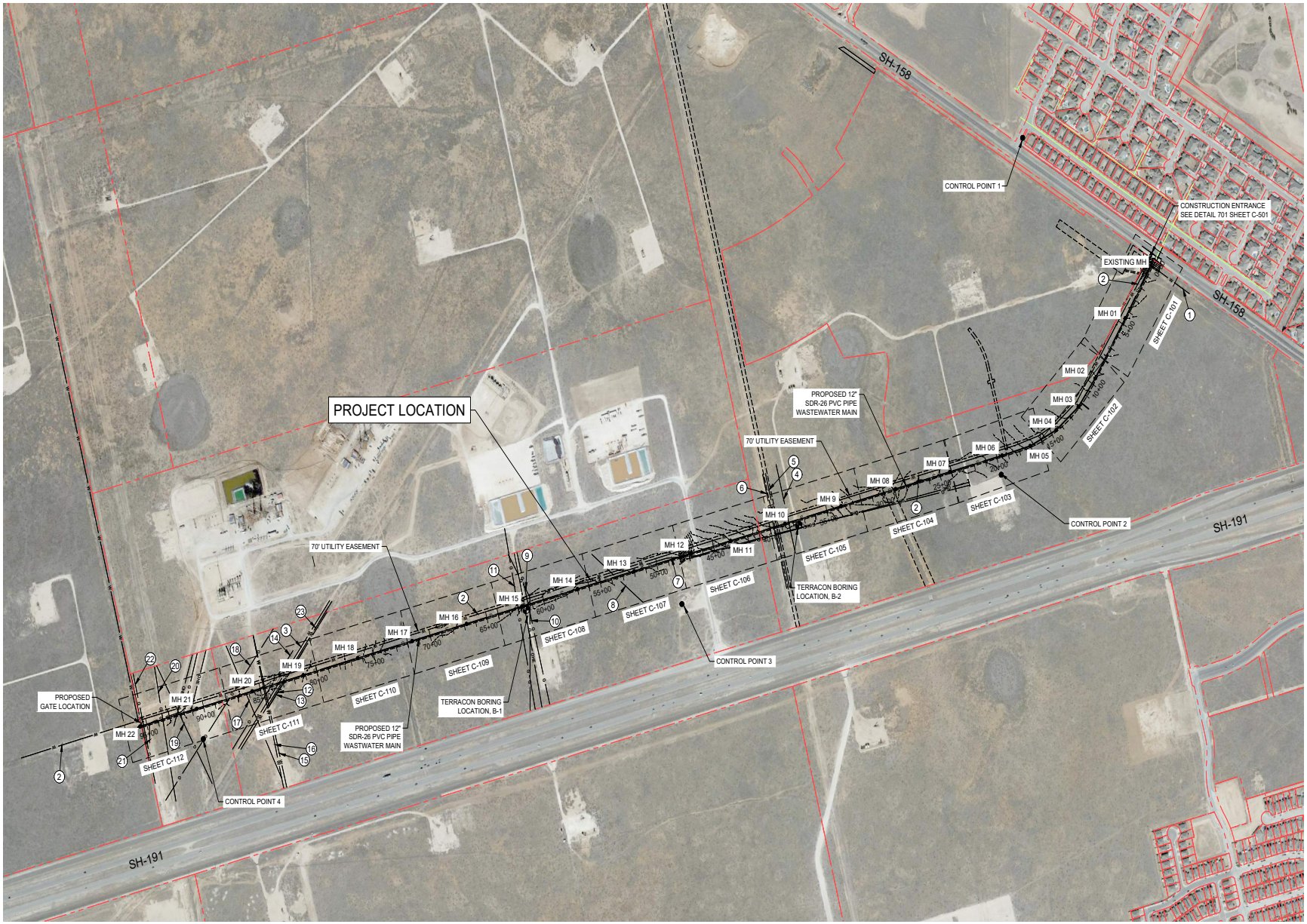
_____
Jill Pennington, Secretary

**CITY OF MIDLAND, TEXAS**

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley German, City Secretary




## EXISTING UTILITIES LEGEND

1. 30" CITY OF MIDLAND WATER MAIN
2. 16" CITY OF MIDLAND WATER MAIN
3. 33" CRMWD WATER MAIN
4. FRONTIER MIDSTREAM GAS LINE
5. ONEOK GAS LINE
6. CONCHO GAS LINE
7. GAS LINE
8. GAS LINE
9. GAS LINE
10. GAS LINE
11. DIAMONDBACK GAS LINE
12. GPM GAS LINE
13. GPM GAS LINE
14. DCP GAS LINE
15. DIAMONDBACK WATER LINE
16. DIAMONDBACK WATER LINE
17. DCP GAS LINE
18. DCP GAS LINE
19. ENDEAVOR GAS LINE
20. PLAINS GAS LINE
21. GAS LINE
22. ENLINK PERMIAN GAS LINE
23. 36" CITY OF MIDLAND WATER LINE

| SURVEY CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
| 1 | 10,696,058.88 | 1,723,932.75 | 2,858.25 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |
| 2 | 10,693,650.44 | 1,723,750.59 | 2,878.76 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |
| 3 | 10,692,760.83 | 1,721,023.06 | 2,889.20 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |
| 4 | 10,691,759.89 | 1,716,937.54 | 2,892.35 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |
| TEXAS COORDINATE SYSTEM OF 1983 (NAD'83), TC 4203, ELEVATIONS ARE BASED ON NAVD'88 | | | | |

PACKET 16.11 March 28, 2023

Parkhill

THIS DOCUMENT IS RELEASED ON 12/14/2022 FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN W. KRUEGER, P.E., TEXAS LICENSE #81997. IT IS NOT TO BE USED FOR REGULATORY APPROVAL, CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
PARKHILL SMITH & COOPER, INC. F-560

Parkhill.com

# City of Midland SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 6 | 12-14-2022 | Plan Set |
| 5 | 11-28-2022 | 100% Final Review |
| 4 | 10-26-2022 | 100% City Review |
| 3 | 08-09-2022 | 90% Review |
| 2 | 06-29-2022 | 60% Review |
| 1 | 06-15-2022 | 30% Review |

## Project Location And Controls

# G-002

A:\2022\6131.22\03_DSIGN\01_DWG\010_GEN\G-002-6131.DWG, 10/25/2022 3:02:58 PM, RHaskins

# City Council Meeting

**Item Number:** 17

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** **MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE SH-191 WASTEWATER MAIN EXTENSION PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (GENERAL SERVICES)**

---

**Purpose:**

MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE SH-191 WASTEWATER MAIN EXTENSION PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is not required at this time.

**Discussion:**

Please consider approval of a motion approving plans and specifications and authorizing

advertisement for a request for sealed bids for the SH-191 Wastewater Main Extension Project for the Utilities Department. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Tina Gauz

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Carl Craigo, P.E., Utilities Director

**SUBJECT:** Consider a Resolution Approving the Request for Bids, Authorizing Advertisement for Bids, and approval of bid for the construction of the SH 191 Sewer Extension.

**DATE:** March 28, 2023

The Midland Development Corporation has land in need of development along State Highway 191. The land currently has water service but no sewer. Utilities had the sewer main designed by Parkhill through Utilities' on-call engineer program. The project consists of 2 miles of 12" wastewater main extension from SH 158 to the MDC's property on SH 191. MDC's board has authorized reimbursement of construction costs up to $3.24M which is based on the opinion of probable cost from Parkhill plus a 20% contingency.

Utilities request to go out for bid and advertise for the construction of SH 191 Sewer extension and the approval of bids if below the amount authorized by MDC.

Parkhill

PROJECT MANUAL

# CITY OF MIDLAND

## SH-191 Wastewater Main Extension

April | 2022

Parkhill Project # 01613122

City of Midland Project #22001780

Parkhill

PROJECT MANUAL

# CITY OF MIDLAND

## SH-191 Wastewater Main Extension

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
KEVIN W. KRUEGER
81997
LICENSED PROFESSIONAL ENGINEER

03/17/2023

April | 2022

Parkhill Project # 01613122

City of Midland Project #22001780

# TABLE OF CONTENTS

## DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS


| | |
|---|---|
| | Advertisement |
| | Notice to Bidders |
| | General Conditions of Bidding |
| C-451 | Qualifications Statement |
| | Request for Bids |
| | Price Bid Sheet |
| | Standard Purchase Terms and Conditions |
| | Special Provisions (Water Utilities) |
| C-480 | Non-Collusion Affidavit |
| | Debarment/Suspension Certification |
| | Bid Bond |
| | Contract |
| | Exhibit C: Bonding Requirements |
| | Exhibit D: Heavy & Highway Wage Rates |
| | Performance Bond |
| | Payment Bond |
| C-700 | Standard General Conditions |
| 00 73 14 | Supplementary Conditions..... |
| | Conflict of Interest Questionnaire..... |
| | Consideration of Place of Business..... |


## DIVISION 01 – GENERAL REQUIREMENTS


| | | |
|---|---|---|
| 01 10 00 | Summary | 3 |
| 01 20 00 | Price and Payment Procedures | 5 |
| 01 22 00 | Measurement and Payment | 5 |
| 01 25 00 | Substitution Procedures | 2 |
| 01 30 00 | Administrative Requirements | 4 |
| 01 32 16 | Construction Progress Schedule | 4 |
| 01 33 00 | Submittal Procedures | 6 |
| 01 40 00 | Quality Requirements | 3 |
| 01 43 26 | Testing Laboratory Services | 3 |
| 01 50 00 | Temporary Facilities and Controls | 6 |
| 01 57 23 | Temporary Stormwater Pollution Control | 2 |
| 01 60 00 | Product Requirements | 2 |
| 01 70 00 | Execution and Closeout Requirements | 7 |


## DIVISION 02 - EXISTING CONDITIONS

Not Used

## DIVISION 03 - CONCRETE


| | | |
|---|---|---|
| 03 10 00 | Concrete Forming and Accessories | 7 |
| 03 20 00 | Concrete Reinforcing | 5 |
| 03 30 00 | Cast-In-Place Concrete | 14 |

**DIVISIONS 04 -28**

Not Used

**DIVISION 31 - EARTHWORK**

31 10 00 Site Clearing ..... 2
31 23 16.13 Trenching ..... 4
31 41 10 Trench Safety System ..... 3
31 50 00 Excavation Support and Protection ..... 3

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

32 91 13 Soil Preparation ..... 2
32 92 19 Seeding ..... 2

**DIVISION 33 - UTILITIES**

33 01 30.11 Television Inspection of Sewers ..... 3
33 05 05.36 Vacuum Testing ..... 2
33 05 05.41 Air Testing ..... 3
33 05 05.43 Mandrel Testing ..... 2
33 05 07 Trenchless Installation of Utility Piping ..... 5
33 05 76 Fiberglass Manholes ..... 6
33 05 97 Identification and Signage for Utilities ..... 2
33 31 11 Public Sanitary Sewerage Gravity Piping ..... 6

**DIVISIONS 34 - 48**

Not Used

**APPENDICES**

Appendix A: Geotechnical Engineering Report

# ADVERTISEMENT

## CITY OF MIDLAND
## SH-191 WASTEWATER MAIN EXTENSION
## BID PACKAGE
## REQUEST FOR BIDS

The City of Midland (Owner) has issued a Request for Bids (RFB) in order to evaluate pricing and qualifications of a contractor to construct the following Project:

**City of Midland, Texas**
**SH-191 Wastewater Main Extension**
**Bid Package**

Bidders shall deliver sealed Bids to the Owner at the following address:

**City of Midland**
**Office of the City Secretary**
**300 N. Loraine, 3rd Floor**
**Midland, Texas 79701**

Bids must be received at the designated location no later than **2:00 PM, May 3, 2023**, at which time Bids will be opened and read. Project consists of the extension of a 12-inch gravity wastewater main from North of the intersection of SH 158 and SH 191 and extending approximately 9,500 feet to the West.

Bid Documents may be obtained from the Engineer by emailing bids@parkhill.com, or from Civcast at www.civcastusa.com. Bidders may examine the Bid Documents at the Engineer's Office, Parkhill, 1700 W. Wall Street, Midland, Texas, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. It is the Bidder's sole responsibility to ensure all addenda have been received prior to submitting a bid.

A pre-bid conference for the Project will be held on April 19, 2023 at 3:00 at 1700 West Wall Street, Suite 100, Midland, Texas 79701. Attendance at the pre-bid conference is encouraged but not required.

For all further requirements regarding submittal, qualifications, procedures, and contract award, refer to the RFB.

The City of Midland reserves the right to reject any or all Bids or to waive any informalities in the Bids.

Date Issued: March 17, 2023
By: Carl Craigo, PE
Title: Director of Utilities

## NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/COMPANY CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

**IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/COMPANY MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

**COMPLIANCE:** Company agrees that it shall comply with Texas Government Code Section 2252.908, et seq., as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, et seq., as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All Bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this Bid. Any catalog or manufacturer's reference in this Bid is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the Bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base Bid price. Any Bid showing discounts will be considered an alternate Bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible Bidder, or to the Bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total Bid, or to reject any or all Bids or parts of Bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the Bid to the lowest responsible Bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State, and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the Bid.

9. Detailed specifications rule over General specifications (headings, etc.)

10. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

11. The City shall determine the most advantageous Bid for the City and accept the Bid of the responsible party submitting the lowest and/or most advantageous Bid or reject any and all Bids.

12. The City of Midland, Texas may consider as informal any Bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

# QUALIFICATIONS STATEMENT

**ARTICLE 1—GENERAL INFORMATION**

12.01 Provide contact information for the Business:

| | | | |
|---|---|---|---|
| Legal Name of Business: | | | |
| Corporate Office | | | |
| Name: | | Phone number: | |
| Title: | | Email address: | |
| Business address of corporate office: | | | |
| Local Office | | | |
| Name: | | Phone number: | |
| Title: | | Email address: | |
| Business address of local office: | | | |

12.02 Provide information on the Business's organizational structure:

| | |
|---|---|
| Form of Business: | ☐ Sole Proprietorship ☐ Partnership ☐ Corporation |
| ☐ Limited Liability Company ☐ Joint Venture comprised of the following companies: | |
| | 1. |
| | 2. |
| | 3. |
| Provide a separate Qualification Statement for each Joint Venturer. | |
| Date Business was formed: | State in which Business was formed: |
| Is this Business authorized to operate in the Project location? | ☐ Yes ☐ No ☐ Pending |

12.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

| | | | |
|---|---|---|---|
| Name of business: | | Affiliation: | |
| Address: | | | |
| Name of business: | | Affiliation: | |
| Address: | | | |
| Name of business: | | Affiliation: | |
| Address: | | | |


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12.04 Provide information regarding the Business's officers, partners, and limits of authority.

| | | | |
|---|---|---|---|
| Name: | | Title: | |
| Authorized to sign contracts: ☐ Yes ☐ No | | Limit of Authority: | $ |
| Name: | | Title: | |
| Authorized to sign contracts: ☐ Yes ☐ No | | Limit of Authority: | $ |
| Name: | | Title: | |
| Authorized to sign contracts: ☐ Yes ☐ No | | Limit of Authority: | $ |
| Name: | | Title: | |

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

| | | | |
|---|---|---|---|
| Name of License: | | | |
| Licensing Agency: | | | |
| License No: | | Expiration Date: | |
| Name of License: | | | |
| Licensing Agency: | | | |
| License No: | | Expiration Date: | |

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

| Certification | Certifying Agency | Certification Date |
|---|---|---|
| ☐ Disadvantaged Business Enterprise | | |
| ☐ Minority Business Enterprise | | |
| ☐ Woman-Owned Business Enterprise | | |
| ☐ Small Business Enterprise | | |
| ☐ Disabled Business Enterprise | | |
| ☐ Veteran-Owned Business Enterprise | | |
| ☐ Service-Disabled Veteran-Owned Business | | |
| ☐ HUBZone Business (Historically Underutilized) Business | | |
| ☐ Other | | |
| ☐ None | | |


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**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business's safety organization and safety performance.

| Name of Business's Safety Officer: | | |
|---|---|---|
| Safety Certifications | | |
| Certification Name | Issuing Agency | Expiration |
| | | |
| | | |

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

| Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Company | EMR | TRFR | MH | EMR | TRFR | MH | EMR | TRFR | MH |
| | | | | | | | | | |
| | | | | | | | | | |

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

| Financial Institution: | | |
|---|---|---|
| Business address: | | |
| Date of Business's most recent financial statement: | | ☐ Attached |
| Date of Business's most recent audited financial statement: | | ☐ Attached |
| Financial indicators from the most recent financial statement | | |
| Contractor's Current Ratio (Current Assets ÷ Current Liabilities) | | |
| Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities) | | |

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.


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| | | | |
|---|---|---|---|
| Surety Name: | | | |
| Surety is a corporation organized and existing under the laws of the state of: | | | |
| Is surety authorized to provide surety bonds in the Project location? ☐ Yes ☐ No | | | |
| Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No | | | |
| Mailing Address (principal place of business): | | | |
| Physical Address (principal place of business): | | | |
| Phone (main): | | Phone (claims): | |

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

| | | |
|---|---|---|
| Name of insurance provider, and type of policy (CLE, auto, etc.): | | |
| Insurance Provider | Type of Policy (Coverage Provided) | |
| | | |
| | | |
| | | |
| | | |
| Are providers licensed or authorized to issue policies in the Project location? | | ☐ Yes ☐ No |
| Does provider have an A.M. Best Rating of A-VII or better? | | ☐ Yes ☐ No |
| Mailing Address (principal place of business): | | |
| Physical Address (principal place of business): | | |
| Phone (main): | Phone (claims): | |

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

| | |
|---|---|
| Average number of current full-time employees: | |
| Estimate of revenue for the current year: | |
| Estimate of revenue for the previous year: | |


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8.02 Provide information regarding the Business's previous contracting experience.

| | | | | |
|---|---|---|---|---|
| Years of experience with projects like the proposed project: | | | | |
| As a general contractor: | | As a joint venturer: | | |
| Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03: | | | | |
| Been disqualified as a Bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No | | | | |
| Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No | | | | |
| Been released from a Bid in the past 5 years? ☐ Yes ☐ No | | | | |
| Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No | | | | |
| Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No | | | | |
| Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No | | | | |
| Provide full details in a separate attachment if the response to any of these questions is Yes. | | | | |

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.


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This Statement of Qualifications is offered by:

Business: _____
*(typed or printed name of organization)*

By: _____
*(individual's signature)*

Name: _____
*(typed or printed)*

Title: _____
*(typed or printed)*

Date: _____
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
*(individual's signature)*

Name: _____
*(typed or printed)*

Title: _____
*(typed or printed)*

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
*(typed or printed)*

Title: _____
*(typed or printed)*

Address:

_____

_____

_____

Phone: _____

Email: _____


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**Schedule A—Current Projects**

| | | | | | |
|---|---|---|---|---|---|
| Name of Organization | | | | | |
| Project Owner | | Project Name | | | |
| General Description of Project | | | | | |
| Project Cost | | Date Project | | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | Project Name | | | |
| General Description of Project | | | | | |
| Project Cost | | Date Project | | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | Project Name | | | |
| General Description of Project | | | | | |
| Project Cost | | Date Project | | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |


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**Schedule B—Previous Experience with Similar Projects**

| | | | | | |
|---|---|---|---|---|---|
| Name of Organization | | | | | |
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |


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**Schedule B—Previous Experience with Similar Projects**

| | | | | | |
|---|---|---|---|---|---|
| Name of Organization | | | | | |
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |


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**Schedule C—Key Individuals**

| **Project Manager** | | | |
|---|---|---|---|
| Name of individual | | | |
| Years of experience as project manager | | | |
| Years of experience with this organization | | | |
| Number of similar projects as project manager | | | |
| Number of similar projects in other positions | | | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| | | | |
| | | | |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | | Name | |
| Title/Position | | Title/Position | |
| Organization | | Organization | |
| Telephone | | Telephone | |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |
| **Project Superintendent** | | | |
| Name of individual | | | |
| Years of experience as project superintendent | | | |
| Years of experience with this organization | | | |
| Number of similar projects as project superintendent | | | |
| Number of similar projects in other positions | | | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| | | | |
| | | | |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | | Name | |
| Title/Position | | Title/Position | |
| Organization | | Organization | |
| Telephone | | Telephone | |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |

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| **Safety Manager** | | | |
|---|---|---|---|
| Name of individual | | | |
| Years of experience as project manager | | | |
| Years of experience with this organization | | | |
| Number of similar projects as project manager | | | |
| Number of similar projects in other positions | | | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| | | | |
| | | | |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | | Name | |
| Title/Position | | Title/Position | |
| Organization | | Organization | |
| Telephone | | Telephone | |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |

| **Quality Control Manager** | | | |
|---|---|---|---|
| Name of individual | | | |
| Years of experience as project superintendent | | | |
| Years of experience with this organization | | | |
| Number of similar projects as project superintendent | | | |
| Number of similar projects in other positions | | | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| | | | |
| | | | |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | | Name | |
| Title/Position | | Title/Position | |
| Organization | | Organization | |
| Telephone | | Telephone | |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |


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## REQUEST FOR BIDS (RFB)

**CITY OF MIDLAND**
**SH-191 WASTEWATER MAIN EXTENSION**
**BID PACKAGE**

The City of Midland (Owner) is now accepting Bids in order to evaluate pricing and qualifications of a contractor to construct the work identified as SH-191 Wastewater Main Extension Bid Package Project. Sealed Bids will be received until **2:00 PM, May 3, 2023**. Bidders shall deliver sealed Bids to the Owner at the following address:

**City of Midland**
**Office of the City Secretary**
**300 N. Loraine, 3rd Floor**
**Midland, Texas 79701**

Bid Documents may be obtained from the Engineer by emailing bids@parkhill.com, or from Civcast at www.civcastusa.com. Bidders may examine the Bid Documents at the Engineer's Office, Parkhill, 1700 W. Wall Street, Midland, Texas, 432.697.1447, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

### GENERAL INFORMATION AND OVERVIEW

The purpose of this RFB is to contract with a firm to construct the SH-191 Wastewater Main Extension, Parkhill Project #01613122. The general scope of work to be performed includes but is not limited to:

- The extension of a 12-inch gravity wastewater main from North of the intersection of SH-158 and SH-191 and extending approximately 9,500 feet to the West.

The City of Midland reserves the right to reject any or all Bids or to waive any informalities in the Bids.

**BID PROCESS:**

1. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, in writing and as indicated, no later than 72 hours prior to the RFB submittal deadline. Specific information regarding this RFB must be requested in writing to:


Kevin W. Krueger, PE
Parkhill
1700 West Wall Street, Suite 100
Midland, Texas 79701
Phone: 432.697.1447
Email: kekrueger@parkhill.com


2. Written responses to RFI/C's will be made available to all Respondents no later than 24 hours prior to the RFB Submittal Deadline.
3. Bid packages must be hand delivered, mailed, or shipped by means of a delivery tracking system to confirm delivery time, date, and person signing for delivery.
4. Bids will be opened at time and place indicated in the Advertisement, and unless obviously non-responsive, read aloud publicly. An abstract of amounts of Base Bids and major Alternates, if any, will be made available to Bidders after Bid opening.
5. The Owner shall exercise sole discretion as to the schedule and process of evaluating Bids according to the requirements contained herein.

Owner reserves right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject Bid of any Bidder Owner finds, after reasonable inquiry and evaluation, not responsible. If Bidder purports to add terms or conditions to Bid, takes exception to any provision of Bidding Documents, or attempts to alter contents of Contract Documents for purposes of Bid, Owner will reject Bid as nonresponsive; provided Owner also reserves right to waive all minor informalities not involving price, time, or changes in Work.

If Owner awards contract for Work, award shall be to responsible Bidder submitting lowest, responsive Bid.

**EVALUATION OF BIDS**

1. In evaluating Bids, Owner will consider if Bids comply with prescribed requirements, and such Alternates, unit prices, and other data, as requested in Bid Form or prior to Notice of Award.
2. For determination of apparent low Bidder(s), when Base Bid with Alternates are submitted, award may be made to Successful Bidder on Base Bid and any combination of additive Alternate Bids for which Owner determines funds will be available at time of award.
3. In evaluating if Bidder is responsible, Owner will consider Bidder qualifications and may consider qualifications and experience of subcontractors and Suppliers proposed for portions of Work. Identity of subcontractors and Suppliers must be submitted as provided in Bidding Documents.
4. Owner may conduct investigations as Owner deems necessary to establish responsibility, qualifications, and financial ability of Bidder and any proposed subcontractor or Supplier.

**BID FORMAT & REQUIREMENTS:**

1. The RFB shall be the basis for each Bid.
2. Bids shall be addressed to the Owner, as indicated, in a sealed package that shall be independent of the mailing/shipping packages. The Bid package shall be clearly marked as "City of Midland, SH-191 Wastewater Main Extension, Bid Package" on the package label. The package label shall include the name and address of the Respondent's company.
3. Bids shall be submitted in bound documents.
4. Bids sent by facsimile (fax) machine or by email shall be rejected as being non-responsive to the RFB.
5. Bid pricing shall be for the entirety of the work shown or specified and shall be listed on the Price Bid Sheet of this RFB.
6. All exclusions shall be listed in specific terms, quantities, and values.
7. No Respondent may withdraw its Bid within 60 days after the actual date of the opening thereof.
8. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of the RFB submittal deadline. Upon receipt of such notice, the unopened Bid will be returned to the Respondent.
    a. If a Respondent wishes to modify its Bid prior to the RFB submittal deadline, Respondent must withdraw its initial Bid in the manner specified and submit a new Bid prior to the date and time of the RFB submittal deadline.
    b. If within 24 hours after Bids are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Respondent may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.
9. Respondents shall satisfy themselves of the accuracy of the requirements in the RFB by examination of the sites in addition to the review of the Specifications and Addenda, if any. After Bids have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. The RFB contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Respondent or relieve them from fulfilling any of the conditions of the Contract.
10. A certificate of insurance for general and automotive liability, and workers compensation in the amounts of at least $1,000,000, $250,000 and Statutory Limits respectively, naming Owner and Engineer as co-insured, shall be provided with the Bid. Bidder shall provide an insurance policy as an installation floater in an amount of no less than the value of the equipment and materials stored or pending start-up. Respondent's insurance company shall be required to give a minimum of 30 days prior notice of policy or coverage cancellation.

11. A PERFORMANCE and PAYMENT BOND, each in the amount of 100 percent (100%) of the Contract Price, issued by a corporate surety authorized to conduct business in the State of Texas under Article 7.19-1, Texas Insurance Code, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of the power of attorney. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE AND PAYMENT BONDS within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the Bidder. The NOTICE OF AWARD shall be accompanied by the necessary Agreement, Bond Forms, and Certificate of Insurance. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period.

12. Bids shall include, at a minimum, the following Sections and documentation in response to the RFB:

    a. Request for Bid Document – A complete copy of the RFB, including Addenda, if any, shall be submitted as a Bid Section, in its entirety, to include the Price Bid Sheet to be completed by the Respondent.

    b. Pricing, as follows:

        i. Pricing shall be submitted by item on the attached Price Bid Sheet. Failure to price all listed sites and items shall be considered non-responsive to the RFB.

        ii. Pricing shall include all Bid development costs, mobilization, labor, material, transportation, equipment, incidentals, appurtenances, demolition, removal, demobilization, overhead, and profit to cover the finished work specified in this RFB document, achieving a fully functional system.

        iii. Pricing shall reflect the Owner's sales tax exempt status.

        iv. Pricing shall include all freight and handling costs, F.O.B., Owner's destination.

        v. Pricing shall include insurance and bonding costs.

    c. Statement of Qualifications Section shall include the following minimum information:

        i. Company Profile with listing of principals by percent ownership and their role in the company.

        ii. Type of company – corporation, sole proprietorship, etc.

        iii. Primary field of business interest (water/wastewater, industry, oil & gas, etc.), listed by percent of revenue.

        iv. Date of incorporation and/or start-up.

        v. Number of years under the current ownership structure and business name.

        vi. Number and location of offices and technical support centers.

        vii. Percentage of this Project, based on cost, that shall be:

            - Self-performed – completed by company personnel = what percent.
            - Sub-contracted – completed by personnel of other companies = what percent.

        viii. Listing of all sub-contractors proposed to be used, including a complete Statement of Qualifications as required under this Section to be completed by the sub-contractor.

        ix. Number of employees (not subcontractor employees) dedicated to construction, integration, and technical support.

x. Brief resume of each person to be assigned to this Project, to include:

- The individual's technical background as it relates to this Project and related field of interest.
- The individual's duration with the Bidder's company.
- The individual's proximity to the Owner's facilities as a reasonable response expectation for technical and service support.
- The individual's company of employment if different from the Respondent.

xi. Areas of specialization including required licenses and certifications. Include copy of current TCEQ license(s).

xii. Area of geographical coverage of related Project and service activities.

d. Reference Section shall include:

i. A listing of previous project references and experience shall be provided by the Bidder, information to include:

- Name of entity.
- Project name.
- Contact person.
- Phone number.
- City of office.
- Year work completed.

ii. A list of a minimum of three (3) similar projects that include the complexity and magnitude of Work to be completed in this Project, and that have been completed by the Bidder. The list must include contact names, titles, addresses, email addresses, and telephone numbers for references.

e. Project Schedule:

i. Include with your Bid a detailed Project schedule from the Notice to Proceed for the timetable for completing the construction of the Work.

f. Bid Bond with required Bid Security.

**TERMS AND CONDITIONS:**

1. The Owner hereby notifies all Respondents that:

a. The purchase contemplated by this RFB shall be procured in strict compliance with the local, state, and federal laws.

b. There is no pre-disposition of award to any particular company at the time of advertisement of this RFB.

c. An invitation to any Respondent, verbal or otherwise, does not waive any requirement set forth in this RFB.

d. In regard to any agreement entered into pursuant to this document, minority business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

2. The Owner reserves the right to reject any and/or all Bids, to waive any and all technicalities and to accept any Bid, or part thereof, which in the opinion of the Owner, is most advantageous to the Owner. In case of ambiguity or lack of clarity in stating the prices in the Bid, the Owner reserves the right to consider the most advantageous Bid thereof or to reject the Bid.

3. Respondents may modify their Bid by written addendum at any time prior to the scheduled receipt of Bids, provided such communication is received by the Owner prior to the closing hour of the Bid due date. The addendum should not reveal the Bid pricing but should provide the addition or subtraction or other modification so that the Owner will not know the final pricing or terms until the sealed Bid, and its addendum, are opened.

4. Owner will not provide interpretation of the meaning of Plans, Specifications, or other pre-bid documents to any Bidder orally. Such communication must be in writing in the form of an RFI/C and directed to the Engineer as stated herein. Where this RFB is ambiguous or in conflict with on-site conditions, the Respondent shall bring forth questions for clarification, and shall assume all responsibility for a fully functional system prior to submitting Bid. The Owner and Engineer shall determine the meaning and requirements of any questionable items.

5. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, as previously indicated.

6. Respondents shall assume all responsibility for verifying Engineer's receipt of Requests for Information/Clarification (RFI/C). Where applicable, an addendum or written clarification shall be provided to all Respondents to clarify the meaning of questionable items.

7. Evaluation of Bids will be based on the criteria stated herein. The best Bid submitted by a responsible, responsive, qualified Respondent will be negotiated with the Owner. If Bid amounts exceed the available funds to finance the contract, the Owner may reject all Bids or may award the contract on a negotiated Bid with deductible amounts applied as prioritized by the Owner to produce a net amount which is within available funds. The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve its interests.

8. At the time of the opening of Bids, each Respondent will be presumed to be thoroughly familiar with the technical requirements, including any addenda, as set forth herein. The failure or omission of any Respondent to examine any site condition, form, instrument, or document shall in no way relieve any Respondent from any obligation with respect to the Bid. It is the Bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

9. The Owner may make such investigations as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Bids will not be accepted.

10. Respondents must inform themselves fully of the conditions relating to the construction of the Project and the employment of labor therein. Failure to do so will not relieve a successful Respondent of his obligation to furnish all labor and material necessary to carry out the provisions of the Contract. The conduct of required work shall not cause any interruptions of, or interfere with, the work of any other Contractors.

11. The Respondent's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout, and they will be deemed to be included in the contract as though therein written out in full.

12. The Respondent is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be identified and shall be acceptable to the Owner.

13. With respect to all work performed under this Contract, the Respondent shall meet the following requirements, where Scope of Work is applicable:

    a. Comply with the safety standards and provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

    b. Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees, and property. Bidder shall conduct weekly safety meetings to insure a safe working environment. The Owner shall reserve the right to request documentation of such meetings and safety training practices.

**14. Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a Bidder unless the Bidder has provided to the Owner a completed, signed, and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the Owner. The TEC Form 1295 may accompany the Bid or may be submitted separately but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Midland; the contract ID number is TBD; and the description of goods and services is SH-191 Wastewater Main Extension Bid Documents. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Bidder with respect to the proper completion of the TEC Form 1295.**

**SELECTION OF BIDDER:**

Following the review and evaluation of the RFBs, the Owner will notify the most qualified Bidder in writing. Contracts for the Project will be issued for execution by all parties. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this Request for Bids or any resulting contract.

A "Notice of Award" will be issued upon approval of the Bidder's Bid by contract. A "Notice-to- Proceed" may be issued by the Owner to initiate each work element of the project. The selected Bidder shall be prepared to arrive on site to initiate construction of the proposed improvements upon immediate readiness demanded by the proposed completion date. The selected Bidder shall coordinate its proposed construction schedule with the Owner and Engineer prior to mobilization.

**PAYMENT:**

Upon notice to proceed, the selected Bidder shall submit a schedule of values to the Owner for approval as a basis of partial payment requests throughout the project. The selected Bidder may submit monthly invoices for work completed and materials purchased during the previous 30-day period based on the schedule of values. Piping material not eligible for materials-on-hand. All invoices shall reflect a five percent (5%) retention from the amount of the draw request.

Owner shall remit the net amount of the invoice within 30 days of receipt of the invoice. All retained amounts shall be remitted upon final completion of the project as approved by the Owner and release of a Certificate of Completion.

**CONDITIONS OF AWARD:**

The Bids will be considered and evaluated for award based upon the criteria set forth in this RFB.

The Price Bid Sheet shall be completed with pricing of all items as required under the scope of work and specifications of the RFB and meet the terms thereof. All blank spaces for Bid items must be filled in, in ink or typewritten, and the pricing form must be fully completed and executed when submitted. The Owner may waive any informalities, minor defects, or reject any or all Bids. The Owner reserves the right to reject any and all Bids, in whole or in part; to waive any informality in any Bid, and to accept the Bid which, in its discretion, is in the best interest of the Owner. In case of ambiguity or lack of completeness in stating the prices in any Bid, the Owner reserves the right to consider the most advantageous thereof.

**CITY OF MIDLAND**
**SH-191 WASTEWATER MAIN EXTENSION**
**BID PACKAGE**
**PRICE BID SHEET**

Bidder must completely fill out and provide pricing for all items and sections of the Price Bid Sheet below.

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Total Bid Price |
|---|---|---|---|---|---|
| **General** | | | | | |
| 1 | Mobilization/Demobilization (Max. 5%) | LS | 1 | $ | $ |
| 2 | Traffic Control | LS | 1 | $ | $ |
| 3 | Stormwater Pollution Prevention Plan and Erosion Control | LS | 1 | $ | $ |
| 4 | Utility Sign | EA | 25 | $ | $ |
| 5 | Install New Gate | EA | 1 | $ | $ |
| 6 | Soil Preparation/Re-seeding | LS | 1 | $ | $ |
| **Wastewater** | | | | | |
| 7 | 12" ASTM D3034 SDR 26 Wastewater Main | LF | 9,615 | $ | $ |
| 8 | 4' Dia. FRP MH (0-6' Depth) | EA | 23 | $ | $ |
| 9 | 4' Dia. FRP MH Extra Depth | VF | 230 | $ | $ |
| 10 | Warning Tape and Tracer Wire | LF | 9,615 | $ | $ |
| 11 | 20" Steel Casing (Open Trench) | LF | 40 | $ | $ |
| 12 | Connect to Existing Wastewater Main | EA | 1 | $ | $ |
| 13 | Sewer Stubout Plug | EA | 1 | $ | $ |
| 14 | Trench Safety (Including Plan) | LF | 9,615 | $ | $ |
| Note: Items 7, 8, 9 and 11 are eligible for payment of materials. | | | | | |
| | | | | **TOTAL BASE BID:** | |

***Maximum allowable Bid Time for Substantial Completion is as follows: 330 days.**

**TIME OF THE ESSENCE**

All time limits for Milestones, if any, Substantial Completion, completion, and readiness for final payment, as stated in Contract Documents, are of the essence of Contract.

**CONTRACT TIMES: DAYS**

Work substantially completed within 330 days after Contract Times commence to run as provided in General Conditions, completed and ready for final payment per General Conditions, within 330 days after Contract Times commence to run.

**LIQUIDATED DAMAGES**

Contractor and Owner recognize time is of the essence as stated in Article 4.01 and Owner will suffer financial and other losses if Work not completed and Milestones not achieved within times specified in Article 4.02, plus any extensions thereof allowed per Contract. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, actual loss suffered by Owner if Work not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree as liquidated damages for delay (but not as a penalty):

Substantial Completion: Contractor pays Owner $1,000 for each day that expires after time (as duly adjusted pursuant to Contract) specified in Article 4.02.A for Substantial Completion until Work is substantially complete.

Completion of Remaining Work: After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within Contract Time (as duly adjusted pursuant to Contract) for completion and readiness for final payment, Contractor pays Owner $500 for each day that expires until Work completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and not imposed concurrently.

Bidder agrees that the Work will be Substantially Complete, as provided in the General Conditions, within the lesser of the number of calendar days specified above and completed and ready for final payment in accordance with the General Conditions within 60 calendar days after the date that Substantial Completion is

reached.

Respectfully Submitted (Bidder):_____

SUBMITTED on_____, 2023.

State Contractor License No._____. (If applicable)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the RFB to perform and furnish all Work as specified or indicated in the RFB for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the RFB.

2. Bidder accepts all of the terms and conditions of the RFB, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

   A. Bidder has examined and carefully studied the Bid Documents, the other related data identified in the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged.

| **Addendum No.** | **Addendum Date** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

   B. Bidder is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by stature, covenants to obtain such qualification prior to contract award.

   C. The Bidder shall provide values for specific performance parameters for the equipment being proposed. The Bidder understands and agrees that the values stated in this Section for the associated performance parameters will be compared to the performance standards required in the equipment specifications. Bidders understand and agree to guarantee the performance values stated herein for the equipment proposed in accordance with the guidelines specified herein.

   D. Bidder understands and agrees that this Bid shall form the basis for an agreement with the Owner. Therefore, the undersigned agrees to enter into an agreement to perform and furnish all Work as specified or indicated in these Specifications for the amount indicated in this Bid and in accordance with the other terms and conditions of these Contract Documents.

   E. Bidder accepts all of the terms and conditions of these Contract Documents including, without limitation, those dealing with the disposition of Bid security, required bonds, and the liquidated damages that may be imposed. This Bid shall remain subject to acceptance for a period of 60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement with the bonds and other required documents within 10 days after the receipt of Notice of Award from the Owner.



   F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that

Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

G. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

5. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from proposing; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

6. Bidder will complete the Work in accordance with the Contract Documents for the prices proposed in the Price Bid Sheet.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times specified.

8. The following documents are attached to and made a condition of this Bid:

   A. Non-Collusion Affidavit of Prime Bidder;
   B. Debarment / Suspension Certification.

9. The Bidder is required to include in this Bid their proposed construction schedule.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

“Seller,” as used herein, has the same meaning as “Company.” “Buyer,” as used herein, has the same meaning as “City.”

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to."

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's Bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the Bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any Specifications for Bids and performance provided by Buyer in its advertisement for Bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material, or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material, or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the Buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this Contract, and any failure by Contractor to meet the time Specifications of this Agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your Bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

**23. INSURANCE –**

**The following provisions apply unless the agreement is for the supply of goods only:**

Seller shall at all times during the term of this agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Worker's Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

**25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.**

26. GOVERNING LAW AND VENUE - This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits, or any other action arising from or connected in any way to this Agreement, or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas.

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant, or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods, or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire Agreement are reasonable.

**29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,**

**BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER**, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents, or employees, including reasonable attorney's fees.

**SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH SELLER OR SELLER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

30. SOVEREIGN IMMUNITY - By executing this Agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

**32. <u>ATTORNEY FEES</u> - BY EXECUTING THIS AGREEMENT, SELLER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE BUYER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE SELLER SPECIFICALLY AGREES THAT IF THE SELLER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE SELLER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED.**

**SELLER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. SELLER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE SELLER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BUYER AND THE SELLER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

33. CONSIDERATION - The terms of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

35. FEDERAL WAGE REQUIREMENTS - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this agreement, to which the parties to this agreement have agreed to be bound.

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this Agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this Agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this Agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this Agreement.

# SPECIAL PROVISIONS

(WATER UTILITIES)

**ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.**

## 1. SCOPE OF WORK:

Included in this Project will be the installation of a new wastewater main and related appurtenances, SH 191 Wastewater Main Extension project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include extension of a 12-inch gravity wastewater main from north of the intersection of SH 158 and SH 191 and extending approximately 9,500 feet to the west.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

## 2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

## 3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

## 4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

- Miscellaneous (General) Bid Items: none
- Wastewater Bid Items: 7, 8, 9 and 11

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not properly stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contractor at no additional cost to the City of Midland.

## 5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site if they are needed in the opinion of the Engineer for the safety of the work crews or public.

OSHA approved trench protective systems (i.e. safety measures) are required for any and all trench sections on City of Midland projects that exceed a depth of five feet (5.0') regardless of the soil condition or classification at the location of the trench section in question.

## 6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

## 7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.

c. Maintenance shall include:
    i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
    ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
    iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

## 8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

## 9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

## 10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

## 11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

## 12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

## 13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

## 14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

## 15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

## 16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

## 17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set taken for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

Force Mains & Fittings (Wastewater & Storm Drain) – Perform pressure testing for all wastewater and storm drain force mains.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

Storm Drain Pipes & Structures – Perform as-built survey and closed circuit televising (CCTV) for all storm drain pipes and structures.

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50') intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

## 18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

## 19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

## 20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

## 21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 330 calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

## 22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

## 23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____§

County of_____§

_____ , being first duly sworn, deposes and says that:

(1) He is_____of_____the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the_____(Local Public Agency) or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

_____
Title

Subscribed and sworn to before me

this_____day of_____,20___.

_____
My commission expires_____, 20___.

# Debarment / Suspension Certification

I,_____, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)
System for Award Management (www.sam.gov) website and determined that
_____ is not shown as an "excluded party" that is debarred,
(Name of Entity)
suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

_____ _____
Signature Date

_____
Title

_____
Name of Recipient

**Verifying prime contractors and subcontractors for construction, equipment, supplies and services:** Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

# BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

(hereinafter called the Principal), as Principal, and _____

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____

_____ DOLLARS

($_____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Bid 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 any time after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of_____, 20____.

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By_____ | By _____ |
| Address_____ | Address _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

# CONTRACT DOCUMENTS

# THE CITY OF MIDLAND

## CONTRACT

## Contract No. 22001780

THIS CONTRACT, effective the___ day of_____, 20_, by and between the City of Midland, hereinafter referred to as "City", and_____, hereinafter referred to as "Company," is made for the following considerations:

1. **Cost:** Total Bid: $_____DOLLARS

2. **Scope of Work:** Company shall perform all work described for SH-191 Wastewater Main Extension as described in the following documents, attached hereto, and incorporated herein by reference for all legal purposes.

EXHIBIT A.....Specifications, Bid 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_____or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

4. **City's Representative:** City's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation, and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and

materials shall be of a good quality. Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. Company shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules, and regulations governing Company's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by City to be done by Company to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. Company shall perform all extra work under the direction of City's Representative when presented with a written work order signed by City's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

7. **Safety:** Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state, and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state, or municipal laws or regulations.

**8. INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND**

**OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

**81. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

**82. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR**

**AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.**

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than _____calendar days after release to proceed.

10. **Clean Up:** Company shall promptly remove from City's premises all materials condemned by City's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Company shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Company shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Company does not remove and replace any such condemned materials within a reasonable time after a written notice by City, City may remove and replace such at Company's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve Company of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** City may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of Company to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Company; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or Company provides a surety bond satisfactory to City, which will protect City in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

14. **Wage Scale:** Company agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** City and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

15.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

16. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between Company and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Company agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

16.1. In the event Company shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Company and Company's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $1,000.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that Company shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Company only those monies deemed appropriate by the City, in its sole discretion, to compensate

Company for any work actually performed, less any liquidated damages Company owes the City.

16.2. The said amount is fixed and agreed upon by and between Company and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

16.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Company shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Company is without fault and Company's reasons for the time extension are acceptable to the City. Provided, further, that Company shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Company, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

16.4. Provided, further, that Company shall, within ten (10) days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Company within a reasonable time of its decision in the matter.

**16.5. COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED**

**HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

**16. COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

17. **No Third Party Beneficiary:** City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

**18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**COMPANY AND 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. **Governmental Immunity:** By executing this contract City is not waiving its right of governmental immunity. City is retaining its immunity from suit. City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

**20. 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<br>$1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit -<br>Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name City as an additional insured and waive subrogation in favor of City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle

used for the execution of the work that is the subject of this Contract. This insurance shall name City as an additional insured and waive subrogation in favor of City.

The Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name City as an additional insured on a claims occurred basis. City shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of City. City shall not be required to provide any insurance whatsoever pursuant to this Contract.

Company certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Company.

21. **Assignment**: Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

22. **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**.

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. This Contract shall be governed by, interpreted, enforced, and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe, and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

24. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of 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. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations, and liabilities, applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods, or details of the Company's work. Company shall assume exclusive responsibility for the work. Company 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, Company or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire 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:** City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to Company. The parties to this Contract understand and agree that it is in City's sole discretion to cancel the Contract during the term of the Contract without penalty to City. Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Contract that is in the custody or possession of Company on request of City, and (3) on completion of the Contract, either (i) provide at no cost to City all contracting information related to the Contract that is in the custody or possession of Company, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to City.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By:_____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this____day of_____, 20____personally appeared, _____, an officer of_____, 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

# 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, or irrevocable letter of credit issued by a bank satisfactory to the City, or a Bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum Bid submitted, payable without recourse to the City, must accompany the Bidder's Bid, 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 Bids 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 or irrevocable letter of credit issued by a bank satisfactory to the City 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.

"General Decision Number: TX20230002 01/06/2023

Superseded General Decision Number: TX20220002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/06/2023 |

SUTX2011-002 08/02/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER (Paving & Structures) | $ 13.55 ** | |
| ELECTRICIAN | $ 20.96 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb | $ 12.36 ** | |
| Structures | $ 13.52 ** | |
| LABORER | | |
| Asphalt Raker | $ 12.28 ** | |
| Flagger | $ 9.30 ** | |
| Laborer, Common | $ 10.30 ** | |
| Laborer, Utility | $ 11.80 ** | |
| Work Zone Barricade Servicer | $ 10.30 ** | |
| POWER EQUIPMENT OPERATOR: | | |
| Asphalt Distributer | $ 14.87 ** | |
| Asphalt Paving Machine | $ 13.40 ** | |
| Broom and Sweeper | $ 11.21 ** | |
| Crane, Lattice Boom 80 Tons or Less | $ 16.82 | |
| Crawler Tractor Operator | $ 13.96 ** | |
| Excavator, 50,000 lbs or less | $ 13.46 ** | |
| Front End Loader Operator, Over 3 CY | $ 12.77 ** | |
| Front End Loader, 3CY or less | $ 12.28 ** | |
| Loader/Backhoe | $ 14.18 ** | |

```
     Mechanic....................$ 20.14
     Milling Machine.............$ 15.54 **
     Motor Grader,  Rough........$ 16.15 **
     Motor Grader, Fine..........$ 17.49
     Pavement Marking Machine....$ 16.42
     Reclaimer/Pulverizer........$ 12.85 **
     Roller, Asphalt.............$ 10.95 **
     Roller, Other...............$ 10.36 **
     Scraper.....................$ 10.61 **
     Spreader Box................$ 12.60 **

Servicer.........................$ 13.98 **

Steel Worker (Reinforcing).......$ 13.50 **

TRUCK DRIVER
     Lowboy-Float................$ 14.46 **
     Single Axle.................$ 12.74 **
     Single or Tandem Axle Dump..$ 11.33 **
     Tandem Axle Tractor with
     Semi........................$ 12.49 **
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($16.20) or 13658
($12.15).  Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
```

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification.  As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

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 National Office because National Office has 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 DECISIO"

# PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

# PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS


**Page**

Article 1—Definitions and Terminology ..... 1
1.01 Defined Terms ..... 1
1.02 Terminology ..... 6
Article 2—Preliminary Matters ..... 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance ..... 7
2.02 Copies of Documents ..... 7
2.03 Before Starting Construction ..... 7
2.04 Preconstruction Conference; Designation of Authorized Representatives ..... 8
2.05 Acceptance of Schedules ..... 8
2.06 Electronic Transmittals ..... 8
Article 3—Contract Documents: Intent, Requirements, Reuse ..... 9
3.01 Intent ..... 9
3.02 Reference Standards ..... 9
3.03 Reporting and Resolving Discrepancies ..... 10
3.04 Requirements of the Contract Documents ..... 10
3.05 Reuse of Documents ..... 11
Article 4—Commencement and Progress of the Work ..... 11
4.01 Commencement of Contract Times; Notice to Proceed ..... 11
4.02 Starting the Work ..... 11
4.03 Reference Points ..... 11
4.04 Progress Schedule ..... 12
4.05 Delays in Contractor's Progress ..... 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions ..... 14
5.01 Availability of Lands ..... 14
5.02 Use of Site and Other Areas ..... 14
5.03 Subsurface and Physical Conditions ..... 15
5.04 Differing Subsurface or Physical Conditions ..... 17
5.05 Underground Facilities ..... 18




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5.06 Hazardous Environmental Conditions at Site ..... 20
Article 6—Bonds and Insurance ..... 23
6.01 Performance, Payment, and Other Bonds ..... 23
6.02 Insurance—General Provisions ..... 23
6.03 Contractor's Insurance ..... 25
6.04 Builder's Risk and Other Property Insurance ..... 26
6.05 Property Losses; Subrogation ..... 27
6.06 Receipt and Application of Property Insurance Proceeds ..... 28
Article 7—Contractor's Responsibilities ..... 28
7.01 Contractor's Means and Methods of Construction ..... 28
7.02 Supervision and Superintendence ..... 29
7.03 Labor; Working Hours ..... 29
7.04 Services, Materials, and Equipment ..... 29
7.05 "Or Equals" ..... 30
7.06 Substitutes ..... 31
7.07 Concerning Subcontractors and Suppliers ..... 32
7.08 Patent Fees and Royalties ..... 33
7.09 Permits ..... 34
7.10 Taxes ..... 34
7.11 Laws and Regulations ..... 35
7.12 Record Documents ..... 35
7.13 Safety and Protection ..... 35
7.14 Hazard Communication Programs ..... 36
7.15 Emergencies ..... 37
7.16 Submittals ..... 37
7.17 Contractor's General Warranty and Guarantee ..... 39
7.18 Indemnification ..... 40
7.19 Delegation of Professional Design Services ..... 41
Article 8—Other Work at the Site ..... 42
8.01 Other Work ..... 42
8.02 Coordination ..... 43
8.03 Legal Relationships ..... 43
Article 9—Owner's Responsibilities ..... 44


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9.01 Communications to Contractor ..... 44
9.02 Replacement of Engineer ..... 44
9.03 Furnish Data ..... 44
9.04 Pay When Due ..... 44
9.05 Lands and Easements; Reports, Tests, and Drawings ..... 44
9.06 Insurance ..... 44
9.07 Change Orders ..... 45
9.08 Inspections, Tests, and Approvals ..... 45
9.09 Limitations on Owner's Responsibilities ..... 45
9.10 Undisclosed Hazardous Environmental Condition ..... 45
9.11 Evidence of Financial Arrangements ..... 45
9.12 Safety Programs ..... 45
Article 10—Engineer's Status During Construction ..... 45
10.01 Owner's Representative ..... 45
10.02 Visits to Site ..... 45
10.03 Resident Project Representative ..... 46
10.04 Engineer's Authority ..... 47
10.05 Determinations for Unit Price Work ..... 48
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work ..... 48
10.07 Limitations on Engineer's Authority and Responsibilities ..... 48
10.08 Compliance with Safety Program ..... 48
Article 11—Changes to the Contract ..... 49
11.01 Amending and Supplementing the Contract ..... 49
11.02 Change Orders ..... 49
11.03 Work Change Directives ..... 49
11.04 Field Orders ..... 50
11.05 Owner-Authorized Changes in the Work ..... 50
11.06 Unauthorized Changes in the Work ..... 50
11.07 Change of Contract Price ..... 50
11.08 Change of Contract Times ..... 52
11.09 Change Bids ..... 52
11.10 Notification to Surety ..... 53
Article 12—Claims ..... 53


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12.01 Claims ..... 53
Article 13—Cost of the Work; Allowances; Unit Price Work ..... 54
13.01 Cost of the Work ..... 54
13.02 Allowances ..... 58
13.03 Unit Price Work ..... 58
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work ..... 60
14.01 Access to Work ..... 60
14.02 Tests, Inspections, and Approvals ..... 60
14.03 Defective Work ..... 61
14.04 Acceptance of Defective Work ..... 61
14.05 Uncovering Work ..... 61
14.06 Owner May Stop the Work ..... 62
14.07 Owner May Correct Defective Work ..... 62
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period ..... 63
15.01 Progress Payments ..... 63
15.02 Contractor's Warranty of Title ..... 66
15.03 Substantial Completion ..... 66
15.04 Partial Use or Occupancy ..... 67
15.05 Final Inspection ..... 68
15.06 Final Payment ..... 68
15.07 Waiver of Claims ..... 69
15.08 Correction Period ..... 69
Article 16—Suspension of Work and Termination ..... 70
16.01 Owner May Suspend Work ..... 70
16.02 Owner May Terminate for Cause ..... 70
16.03 Owner May Terminate for Convenience ..... 72
16.04 Contractor May Stop Work or Terminate ..... 72
Article 17—Final Resolution of Disputes ..... 72
17.01 Methods and Procedures ..... 72
Article 18—Miscellaneous ..... 73
18.01 Giving Notice ..... 73
18.02 Computation of Times ..... 73
18.03 Cumulative Remedies ..... 73


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18.04 Limitation of Damages ..... 73
18.05 No Waiver ..... 74
18.06 Survival of Obligations ..... 74
18.07 Controlling Law ..... 74
18.08 Assignment of Contract ..... 74
18.09 Successors and Assigns ..... 74
18.10 Headings ..... 74

Exhibit A – Foreseeable Bad Weather Days


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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

*1.01 Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Bid*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

*10. Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the


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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Bid; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Bid, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the


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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.


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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Bids, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.


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43. *Successful Bidder*—The Bidder to which the Owner makes an award ofcontract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. Supplementary Conditions are established by redline edits to these Standard General Conditions of the Construction Contract and by Section 00 73 14 "Supplementary Conditions."

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.


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*1.02 Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

*E. Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.


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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2—PRELIMINARY MATTERS**

*2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

*2.02 Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

*2.03 Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work


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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

*2.04 Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

*2.05 Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

*2.06 Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.


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**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

*3.01 Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

*3.02 Reference Standards*

*A. Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility


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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

*3.03 Reporting and Resolving Discrepancies*

*A. Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

*B. Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

*3.04 Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.


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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Bid, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

*3.05 Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

*4.01 Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

*4.02 Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

*4.03 Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the


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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

*4.04 Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

*4.05 Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.


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5. Weather-Related Delays

   a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

   b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

      1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

         i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 2 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

         ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 110 degrees Fahrenheit.

      2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Midland International Air and Space Port.

      3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit A—Foreseeable Bad Weather Days.

      4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit A—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

   1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

   2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by


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Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Bid seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

*5.01 Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

*5.02 Use of Site and Other Areas*

*A. Limitation on Use of Site and Other Areas*


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1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

*5.03 Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:


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1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

*5.04 Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;


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then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

*E. Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;


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b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Bid regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

*5.05 Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with


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reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary, issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

*F. Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Bid regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.


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4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

*5.06 Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose


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removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Bid, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold


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harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

*6.01 Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.


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PACKET 17.105 March 28, 2023

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

*6.02 Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the


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Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

*6.03 Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;


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3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

*6.04 Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such


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property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

*6.05 Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners,


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employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

*6.06 Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

*7.01 Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction


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means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

*7.02 Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

*7.03 Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

*7.04 Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.


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*7.05 "Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.


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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

*7.06 Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in


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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Bid.

*7.07 Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or


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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Bid for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

*7.08 Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its


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use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

*7.09 Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

*7.10 Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.


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*7.11 Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Bid, or Owner may initiate a Claim.

*7.12 Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

*7.13 Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;


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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

*7.14 Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.


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*7.15 Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

*7.16 Submittals*

*A. Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

    a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    b. determine and verify:

        1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

        2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

        3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

    c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

*1. Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.


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b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

*C. Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.


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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

*7.17 Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.


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B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

*7.18 Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers,


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architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

*7.19 Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and


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3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

**ARTICLE 8—OTHER WORK AT THE SITE**

*8.01 Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.


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*8.02 Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

*8.03 Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Bid seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's


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other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 9—OWNER'S RESPONSIBILITIES**

*9.01 Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

*9.02 Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

*9.03 Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

*9.04 Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

*9.05 Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

*9.06 Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.


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*9.07 Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

*9.08 Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

*9.09 Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

*9.10 Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

*9.11 Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

*9.12 Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

*10.01 Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

*10.02 Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On


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the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

*10.03 Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.


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b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection, or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

*10.04 Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications, and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.


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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

*10.05 Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

*10.06 Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Bids, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

*10.07 Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

*10.08 Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.


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**ARTICLE 11—CHANGES TO THE CONTRACT**

*11.01 Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (1) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

*11.02 Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Bids; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

*11.03 Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.


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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Bid seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

*11.04 Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Bid as provided herein.

*11.05 Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

*11.06 Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

*11.07 Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Bid for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.


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B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Bid, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to


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each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

*11.08 Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Bid for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

*11.09 Change Bids*

A. *Purpose and Content*: Contractor shall submit a Change Bid to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Bid will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Bid will address only one issue, or a set of closely related issues.

*B. Change Bid Procedures*

1. *Submittal*: Contractor shall submit each Change Bid to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Bid.

    a. Change Bids based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change Bids related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Bid and consider any comments or response from Owner regarding the Change Bid. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Bid, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Bid.

4. *Engineer's Full Review and Action on the Change Bid*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Bid and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Bid in whole, deny it in


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whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Bid within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Bid is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Bids*: If the Change Bid does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Bid. For purposes of further resolution of such a Change Bid, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Bids after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

*11.10 Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12—CLAIMS**

*12.01 Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Bids;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Bids within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the


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supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

*D. Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

*13.01 Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:


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1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive Bids from subcontractors acceptable to Owner and Contractor and shall deliver such Bids to Owner, which will then determine, with the advice of Engineer, which Bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.


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b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

*c. Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment.

3) With respect to Work that is the result of a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with


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Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

*D. Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.


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b. for any Work covered by a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Bid, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

*13.02 Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

*13.03 Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.


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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

*E. Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.


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## ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

*14.01 Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

*14.02 Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by


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Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

*14.03 Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

*14.04 Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

*14.05 Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.


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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Bid within 30 days of the determination that the Work is not defective.

*14.06 Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

*14.07 Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include


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but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

*15.01 Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

*B. Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.


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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information, and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;


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b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

*E. Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or


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l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Bid contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

*15.02 Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

*15.03 Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify


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PACKET 17.148 March 28, 2023

Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion, the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

*15.04 Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.


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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

*15.05 Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

*15.06 Final Payment*

*A. Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Bids and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10


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days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

*15.07 Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

*15.08 Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and


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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

*16.01 Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Bid seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

*16.02 Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:


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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.


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*16.03 Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost Bid.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

*16.04 Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Bid for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

*17.01 Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.


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B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18—MISCELLANEOUS**

*18.01 Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

*18.02 Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

*18.03 Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

*18.04 Limitation of Damages*

A. With respect to any and all Change Bids, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.


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*18.05 No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

*18.06 Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

*18.07 Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

*18.08 Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

*18.09 Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

*18.10 Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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## EXHIBIT A— FORESEEABLE BAD WEATHER DAYS

| Month | Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1) | Ambient Outdoor Air Temperature (degrees F) | |
|---|---|---|---|
| | | Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) | Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) |
| January | 0 | 4 | 0 |
| February | 0 | 2 | 0 |
| March | 1 | 1 | 0 |
| April | 1 | 0 | 0 |
| May | 1 | 0 | 0 |
| June | 1 | 0 | 0 |
| July | 0 | 0 | 0 |
| August | 0 | 0 | 0 |
| September | 1 | 0 | 0 |
| October | 1 | 0 | 0 |
| November | 0 | 1 | 0 |
| December | 0 | 3 | 0 |

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.


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PACKET 17.157 March 28, 2023

# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

**Form CIQ:** This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The Bidder will be subsequently removed from the Bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with Bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.**

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).** ☐

7

_____ _____

Signature of vendor doing business with the governmental entity Date

PACKET 17.159 March 28, 2023

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for Bids or Bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF MIDLAND

# Consideration of Location of Bidder's Principal Place of Business
## For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
## Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more Bids from a Bidder whose principal place of business is in the City of Midland and whose Bid is within five percent (5%) of the lowest Bid price received by the City from a Bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest Bidder; or

(2) the Bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local Bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, Bidders must submit this affidavit to:

Regina Stephenson
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

*Complete all areas below. Incomplete affidavits may be rejected.*

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from Bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

# SECTION 00 73 14 - SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement Section 00 72 00 "Standard General Conditions of the Construction Contract" (EJCDC® C-700)(2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

## ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

## ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|---|---|---|
| | | **Identify Technical Data** |
| Geotechnical Engineering Report | May 9, 2022 | Results from 2 on-site boreholes and soil analysis. |
| | | |

F. The following table lists the Drawings of existing physical conditions at or adjacent to the Site, including those Drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **If there are no such Drawings, so indicate in the table.**

| Drawings Title | Date of Drawings | Technical Data |
|---|---|---|
| None | | |
| | | |
| | | |

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents. Coordinate with Owner to examine documents, or request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|---|---|---|
| None | | |
| | | |
| | | |

5. The following table lists the Drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **If there are no such Drawings, so indicate in the table.**

| Drawings Title | Date of Drawings | Technical Data |
|---|---|---|
| None | | |
| | | |
| | | |

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **City of Midland and Parkhill.**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance.

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2. Duration of Project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

3. Persons Providing Services on Project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, meeting statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on project, for duration of Project.

C. Contractor must provide a certificate of coverage to governmental entity before awarded Contract.

D. If coverage period shown on Contractor's current certificate of coverage ends during duration of Project, Contractor must, prior to end of coverage period, file a new certificate of coverage with governmental entity showing coverage is extended.

E. Contractor shall obtain from each person providing services on Project, and provide to governmental entity.

(1) a certificate of coverage, prior to persons beginning work on Project, so governmental entity will have certificates of coverage covering all persons providing services on Project; and

(2) no later than seven (7) days after receipt by Contractor, new certificate of coverage showing extension of coverage, if coverage period shown on current certificate of coverage ends during duration of Project.

F. Contractor retains all required certificates of coverage for duration of Project and for one year thereafter.

G. Contractor shall notify governmental entity in writing, by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects provision of coverage of any person providing services on Project.

H. Contractor shall post on each Project site a notice, in the text, form and manner prescribed by Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on Project they are required to be covered, and stating how persons may verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with whom it contracts to provide services on Project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, meeting statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on Project, for duration of Project;

(2) provide Contractor, prior to persons beginning work on Project, a certificate of coverage showing coverage provided for all employees of persons providing services on Project, for duration of Project;

(3) provide Contractor, prior to end of coverage period, a new certificate of coverage showing extension of coverage, if coverage period shown on current certificate of coverage ends during duration of Project;

(4) obtain from each person with whom contracted, and provide to Contractor:

(a) a certificate of coverage, prior to persons beginning work on Project; and

(b) a new certificate of coverage showing extension of coverage, prior to end of coverage period, if coverage period shown on current certificate of coverage ends during duration of Project;

(5) retain all required certificates of coverage for duration of Project and for one year thereafter;

(6) notify governmental entity in writing, by certified mail or personal delivery, within 10 days after person knew or should have known, of any change that materially affects provision of coverage of any person providing services on Project; and

(7) contractually require each person contracted, to perform as required by paragraphs (1) - (7), with certificates of coverage to be provided to person for whom they are providing services.

J. By signing this Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to governmental entity all employees of Contractor who will provide services on Project will be covered by workers' compensation coverage for duration of Project, that coverage will be based on proper reporting of classification codes and payroll amounts, and all coverage agreements will be filed with appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject

Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles governmental entity to declare contract void if Contractor does not remedy breach within ten days after receipt of notice of breach from governmental entity.

| **Workers' Compensation and Employer's Liability** | **Policy Limits of Not Less Than:** |
|---|---|
| **Workers' Compensation** | |
| Texas | Statutory |
| **Employer's Liability** | |
| Each accident | **$500,000** |
| Each employee | **$** |
| Policy limit | $ |

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

| Commercial General Liability | Policy limits of not less than: |
|---|---|
| Each Occurrence (bodily injury and property damage) | $1,000,000 |
| Personal and Advertising Injury | $ |
| General Aggregate | $ |
| Products—Completed Operations Aggregate | **$** |

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

| Automobile Liability | Policy limits of not less than: |
|---|---|
| **Bodily Injury** | |
| Each Person | $250,000 |
| Each Accident | $ |
| **Property Damage** | |
| Each Accident | $ |
| or | |
| Combined Single Limit | $250,000 |

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| Excess or Umbrella Liability | Policy limits of not less than: |
|---|---|
| Each Occurrence | $ |
| General Aggregate | **$** |

L. *Other Required Insurance:* **Here list additional types and amounts of insurance that Contractor is required to carry.**

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "…all Work at the Site must be performed during regular working hours, **Monday** through **Friday**. Contractor will not perform Work on a **Saturday, Sunday,** or any legal holiday."

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as any hours worked outside of Monday through Friday, 8:00 p.m. through 5:00 p.m. each day, requiring inspection services. Construction activities requiring inspection services shall be at the sole discretion of the Owner.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

## ARTICLE 8—OWNER'S RESPONSIBILITIES

8.13 *Owner's Site Representative*

SC-8.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

8.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be **To Be Determined**. The authority and responsibilities of Owner's Site Representative follow: **Are provided in Specifications.**

## ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.03 *Resident Project Representative*

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

## ARTICLE 10—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

10.03 *Unit Price Work*

SC-10.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

## ARTICLE 11—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

11.01 *Progress Payments*

SC-11.01.D Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. 30 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

11.03 *Substantial Completion*

SC-11.03 Add the following new subparagraph to Paragraph 11.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC 11.06.E Delete Paragraph 11.06.E in its entirety and insert the following in its place:

E. Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

## EXHIBIT A—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*— The interpretive report prepared by or for Owner regarding subsurface conditions at the Site and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:

   a. *Report Title:* **Terracon GeoReport, Geotechnical Engineering Report, 191 Sanitary Sewer Line Midland County, Texas.**

   b. *Date of Report:* **May 9, 2022**

   c. *Technical Data in report upon which Contractor may rely*: **Borings B-1 and B-2 both with total depth of 15 feet below ground surface, Atterberg Limits, Grain Size Distribution and Proctor.**

2. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at **Office of the City Secretary, 300 N. Loraine, 3rd floor, Midland, Texas 79701** during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. *Geotechnical Baseline Report*

1. Geotechnical Engineering Report, TX-191 Sanitary Sewer Line, Midland, County, TX. May 9, 2022. Prepared by: Terracon Consultants, Inch., Midland, Texas. This Contract contains a Geotechnical Data Report (GDR), identified as follows: **Example: Terracon GeoReport, Geotechnical Engineering Report, 191 Sanitary Sewer Line Midland County, Texas, dated May 9, 2022, prepared by Terracon Consultants, Inc.**
2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR's terms prevail.
3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as "Baseline Conditions"). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.
4. The Baseline Conditions will be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.
5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground

Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.

6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.

7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.

8. The GBR will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBR; or

2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or

4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or

6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in

connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract

Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

# DIVISION 01

# GENERAL REQUIREMENTS

# SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Project information.
   2. Contract description.
   3. Work by Owner or others.
   4. Owner-furnished products.
   5. Contractor's use of Site and premises.
   6. Future work.
   7. Work sequence.
   8. Owner's product Purchase contracts.
   9. Work restrictions.
   10. Owner occupancy.
   11. Permits.
   12. Specification conventions.
   13. LEED provisions.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 20 00 "Price and Payment Procedures."
   3. Section 01 32 16 "Construction Progress Schedule:" Digital project management procedures and web-based project management software package.
   4. Section 01 50 00 "Temporary Facilities and Controls:" Limitations and procedures governing temporary use of Owner's facilities.
   5. Section 01 70 00 "Execution and Closeout Requirements:" Coordination of Owner-installed products.

### 1.2 PROJECT INFORMATION

A. Name: SH-191 Wastewater Main Extension.
   1. Project Location: Midland, Texas.

B. Owner Municipality Authority: City of Midland.
   1. Owner's Representative: Carl Craigo, PE.

C. Project Architect/Engineer: Parkhill.
   1. Engineer's Representative: Kevin W. Krueger, PE.

D. Construction Manager: City of Midland.
   1. Construction Manager Representative: To Be Determined.
   2. Construction Manager as advisor (CMa): Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.

E. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.
   1. See Section 01 32 16 "Construction Progress Schedule" for requirements for using web-based Project software.

1.3 CONTRACT DESCRIPTION

A. Work of the Project includes construction of a new 12-inch wastewater main and associated appurtenances beginning north of the intersection of SH 158 and SH 191, proceeding within an undeveloped city easement and terminating approximately 9,500 feet to the west.
B. Perform Work of Contract under separate Contract with Owner according to Conditions of Contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project Site to areas within the Contract limits indicated. Do not disturb portions of Project Site beyond areas in which the Work is indicated.
B. Limits on Use of Site: Confine construction operations to City owned easement shown in construction plans. Contractor shall protect existing utilities within the easement.
    1. Limit use of Site to allow:
        a. Work by Owner.
        b. Work by Others.
    2. Entrances: Keep entrance serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use this area for parking or for storage of materials.
        a. Schedule deliveries to minimize use of entrances by construction operations.
        b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.
C. Construction Operations: Limited to areas indicated on Drawings.

1.5 WORK SEQUENCE

A. Sequencing of Construction Plan: Before start of construction, submit three copies of construction schedule for acceptance by Owner. After acceptance of plan, comply with accepted plan when coordinating construction sequencing unless deviations are accepted by Owner in writing.

1.6 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.
    1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction (AHJ).
B. On-Site Work Hours: Limit Work to between 6:00 a.m. to 8:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and AHJ.
C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions, and only after arranging for temporary utility services according to requirements indicated:
    1. Notify Owner and all affected properties not less than 2 days in advance of proposed utility interruptions.
    2. Obtain Owner's written permission before proceeding with utility interruptions.
D. Smoking and Controlled Substance Restrictions: Use of alcoholic beverages, marijuana and other controlled substances on Project Site is not permitted.

1.7 PERMITS

A. Furnish all necessary permits for construction of Work, including the following:
   1. Stormwater permit.

1.8 SPECIFICATION CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
   3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
   3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Sections Includes:
   1. Cash allowances.
   2. Contingency allowances.
   3. Testing and inspection allowances.
   4. Schedule of Values.
   5. Application for Payment.
   6. Change procedures.
   7. Defect assessment.
   8. Unit prices.
   9. Alternates.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 CASH ALLOWANCES

A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.

B. Costs Not Included in Cash Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.

C. Engineer Responsibilities:
   1. Consult with Contractor for consideration and selection of products suppliers.
   2. Select products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Change Order.

D. Contractor Responsibilities:
   1. Assist Engineer in selection of products, suppliers.
   2. Obtain proposals from suppliers and offer recommendations.
   3. Upon notification of selection by Engineer, 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. Differences in costs will be adjusted by Change Order.

F. Allowance Schedule: N/A

### 1.3 CONTINGENCY ALLOWANCES

A. Include in Contract a stipulated sum shown on the Bid package price Bid sheet for use upon Owner's instruction as a contingency allowance.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
C. Funds will be drawn from contingency allowance only by Change Order.
D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.4 SCHEDULE OF VALUES

A. Submit electronic file to Project website of schedule on Progress Estimate schedule on EJCDC C-620. Contractor's standard form or electronic media printout will be considered for this use.
B. Submit Schedule of Values as electronic file to Project website within 15 days after date of Owner-Contractor Agreement.
C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify Site mobilization.
D. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
E. Include within each line item, direct proportional amount of Contractor's overhead and profit.
F. Revise schedule to list approved Change Orders with each Application for Payment.

1.5 APPLICATION FOR PAYMENT

A. Submit electronic file to Project website of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment.
B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
C. Submit updated construction schedule with each Application for Payment.
D. Payment Period: Submit at intervals stipulated in the Agreement.
E. Submit submittals with transmittal letter as specified in Section 01 33 00 "Submittal Procedures."
F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
    1. Current construction photographs specified in Section 01 33 00 "Submittal Procedures."
    2. Affidavits attesting to off-Site stored products.
    3. Construction Progress Schedule, revised and current as specified in Section 01 33 00 "Submittal Procedures."

1.6 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.
C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer; establish procedures for handling queries and clarifications.
    1. Use CSI Form 13.2A - Request for Interpretation for requesting interpretations.

2. Engineer may respond with a direct answer on the Request for Interpretation form, Clarification Notice CSI Form 13.3A Clarification Notice, or Proposal Request CSI Form 13/6A - Change Order Request (Proposal).

D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
E. Engineer may issue CSI Form 13/6A Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 14 days.
F. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
G. Document requested substitutions according to Section 01 25 00 "Substitution Procedures."
H. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Engineer.
I. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Force Account Change Order.
J. Construction Change Directive: Engineer may issue directive, on EJCDC C-940 - Work Change Directive signed by Owner, instructing Contractor to proceed with 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 change.
K. Force Account Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
L. Maintain detailed records of Work done on force account basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
M. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
N. Change Order Forms: EJCDC C-941 - Change Order.
O. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
P. Correlation of Contractor Submittals:
    1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
    2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
    3. Promptly enter changes in Record Documents.

1.7 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
D. Authority of Engineer to assess defects and identify payment adjustments is final.
E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
    1. Products wasted or disposed of in a manner that is not acceptable.
    2. Products determined as unacceptable before or after placement.
    3. Products not completely unloaded from transporting vehicle.
    4. Products placed beyond lines and levels of the required Work.
    5. Products remaining on hand after completion of the Work.
    6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.
B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
    1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
    2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
G. Measurement of Quantities:
    1. Weigh Scales: Inspected, tested, and certified by applicable of Texas weights and measures department within past year.
    2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
    3. Metering Devices: Inspected, tested, and certified by applicable of Texas department within past year.
    4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
    5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
    6. Measurement by Area: Measured by square dimension using mean length and width or radius.
    7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
    8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 22 00 - MEASUREMENT AND PAYMENT

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Procedures for measurement and payment.
   2. Mobilization demobilization.
   3. Unit price items.
   4. Lump sum items.
   5. Bid Form-specific payment items.

B. Related Requirements:
   1. Request for Bids Section.
   2. Other Division 01 Specification Sections apply to Work of the Section.

### 1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

A. Unit price bid on each item as stated in Request for Bids Section includes furnishing all labor, superintendence, machinery, equipment, and materials, except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.

B. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in bid prices on various pay items.

C. Payment not made for any items not complete, including all associated incidental Work.

### 1.3 MOBILIZATION/DEMOBILIZATION

A. Payment made for mobilization and demobilization on lump sum basis.

B. Bid amount for mobilization and demobilization shall not exceed 5 percent of total Bid Price.

C. Work under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Work; establish all offices, buildings, and other facilities necessary for Work; and all other work and operations performed or costs incurred prior to beginning work on various items of Work.

D. Payment for mobilization and demobilization will be on a lump sum basis with partial payments as noted. The adjusted Contract Amount as used herein is defined as the total Contract amount less lump sum for mobilization and demobilization.
   1. First Application for Payment: 50 percent of lump sum.
   2. Second Application for Payment: 75 percent of the lump sum.
   3. When 10 percent of adjusted Contract amount is earned, 90 percent of mobilization and demobilization lump sum.
   4. Final Application for Payment: 100 percent of mobilization and demobilization lump sum.

### 1.4 UNIT PRICE ITEMS

A. Unit price items, not otherwise included herein, paid at a unit price per unit.

B. Payment will include all work and material for installing unit price item as specified.

C. Measurement made in units shown on Request for Bids Section.

1.5 LUMP SUM ITEMS

A. Lump sum items include all work and materials for installing lump sum item as specified.
B. Payment based on percentage complete basis as agreed by Engineer and Contractor.
C. Payment includes all work and material for installing lump sum bid item as specified.

1.6 BID FORM-SPECIFIC PAYMENT ITEMS

A. General/Site
   1. Mobilization/Demobilization
      a. Measurement: None.
      b. Payment: Lump sum basis for bonds, insurance, mobilizing and demobilizing. Mobilization will be limited to 3 percent of total base bid. Demobilization will be limited to 2 percent of total base bid. Owner shall be solely responsible to determine timing for demobilization payment.
   2. Traffic Control
      a. Measurement: None.
      b. Payment: Lump sum basis for preparing, implementing, and maintaining an approved traffic control plan as specified.
   3. Stormwater Pollution Prevention Plan and Erosion Control
      a. Measurement: None.
      b. Payment: Lump sum basis for preparing SWPPP, filing Notice(s) of Intent (NOI), installing, and maintaining erosion control measures, preparing reports and filing a Notice of Termination (NOT) as specified.
   4. Utility Sign
      a. Measurement: Per each.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations specified.
   5. Install Gate
      a. Measurement: Per each.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
   6. Soil Preparation/Re-seeding
      a. Measurement: None.
      b. Payment: As specified, shown on Drawings, and included in Bid Form, payment on lump sum basis for preparing topsoil, providing and placing seed mixture in all areas disturbed by construction activities.
   7. Gravity Sewer Pipe
      a. Measurement: Linear foot basis as measured along surface from center-to-center of manholes or appurtenances.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
   8. Manholes (0-6 feet)
      a. Measurement: Per each basis.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
   9. Extra Depth Manhole
      a. Measurement: Per vertical foot basis measured in excess of 6-foot depth.
      b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per vertical foot.

10. Warning Tape and Tracer Wire
    a. Measurement: Linear foot basis as measured along center line of installed utility.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per unit price for furnishing and installing.
11. Steel Casing (Open Trench)
    a. Measurement: Per linear foot.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at locations shown.
12. Connect to Existing Wastewater Main
    a. Measurement: Per each
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each connection.
13. Sewer Stubout Plug
    a. Measurement: Per each basis.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per each for furnishing and installing at location(s) shown.
14. Trench Safety (Including Plan)
    a. Measurement: Linear foot basis as measured along excavation center line for all trenches requiring trench safety.
    b. Payment: For each type and size as specified, shown on Drawings, and included in Bid Form, payment per linear foot.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION


PACKET 17.187 March 28, 2023

# SECTION 01 25 00 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality assurance.
   2. Product options.
   3. Product substitution procedures.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

A. Contracts are based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

A. See Section 01 60 00 "Product Requirements."

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Document General Conditions of Bidding specifies time restrictions for submitting requests for substitutions during Bidding period.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article and Paragraph numbers in Specification Section.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
   5. Changes required in other Work.
   6. Availability of maintenance service and source of replacement parts as applicable.
   7. Certified test data to show compliance with performance characteristics specified.
   8. Samples when applicable or requested.
   9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation that Bidder:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.

2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Document General Conditions of Bidding specifies time restrictions for submitting requests for substitutions during Bidding period.
B. Document each request with:
1. Installer's qualifications.
2. Installer's experience in work similar to that specified.
3. Other information as necessary to assist Engineer's evaluation.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Coordination and Project conditions.
   2. Preconstruction meeting.
   3. Site mobilization meeting.
   4. Progress meetings.
   5. Preinstallation meetings.
   6. Closeout meeting.
   7. Alteration procedures.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

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 operating equipment in service.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
   1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.

D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

### 1.3 PRECONSTRUCTION MEETING

A. Engineer will schedule and preside over meeting after Notice of Award.

B. Attendance Required: Engineer, Owner, Resident Project Representative,Construction Manager, major Subcontractors, and Contractor.

C. Minimum Agenda:
   1. Distribution of Contract Documents.
   2. Submission of list of Subcontractors, list of products, schedule of values, submittal schedule, and Progress Schedule.
   3. Designation of personnel representing parties in Contract, inspector, and Engineer.
   4. Communication procedures.
   5. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
   6. Scheduling.
   7. Critical Work sequencing.

D. Construction Manager: Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

A. Owner will schedule and preside over meeting at Project Site prior to Contractor occupancy. Construction Manager presides over meeting.

B. Attendance Required: Engineer, Owner, Contractor, Contractor's superintendent, Construction Manager, major Subcontractors.

C. Minimum Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements.
   3. Construction facilities and controls provided by Contractor.
   4. Temporary utilities provided by Contractor.
   5. Survey pipeline layout.
   6. Security and housekeeping procedures.
   7. Schedules.
   8. Procedures for testing.
   9. Procedures for maintaining record documents.

D. Construction Manager: Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.

D. Minimum Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems impeding planned progress.
   5. Review of submittal 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. Construction Manager: Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.6 PREINSTALLATION MEETINGS

A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
C. Notify Engineer seven days in advance of meeting date.
D. Prepare agenda and preside over meeting:
   1. Review conditions of installation, preparation, and installation procedures.
   2. Review coordination with related Work.
E. Record minutes and distribute to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

1.7 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
B. Attendance Required: Contractor, Construction Manager, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
C. Notify Architect/Engineer seven days in advance of meeting date.
D. Minimum Agenda:
   1. Start-up of facilities and systems.
   2. Operations and maintenance manuals.
   3. Testing, adjusting, and balancing.
   4. System demonstration and observation.
   5. Operation and maintenance instructions for Owner's personnel.
   6. Contractor's inspection of Work.
   7. Contractor's preparation of an initial "punch list."
   8. Procedure to request Engineer inspection to determine date of Substantial Completion.
   9. Completion time for correcting deficiencies.
   10. Inspections by authorities having jurisdiction.
   11. Partial release of retainage.
   12. Final cleaning.
   13. Preparation for final inspection.
   14. Closeout Submittals:
      a. Project record documents.
      b. Operating and maintenance documents.
      c. Operating and maintenance materials.
      d. Affidavits.
   15. Final Application for Payment.
   16. Contractor's demobilization of Site.
   17. Maintenance.

E. Record minutes and distribute copies to participants within seven days after meeting, with electronic copies each to Engineer, Owner, and those affected by decisions made.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Web-based project management software package.
   2. Digital Project data licensing.
   3. Submittals.
   4. Quality assurance.
   5. Format for network analysis schedules.
   6. Network analysis schedules.
   7. Bar chart schedules.
   8. Review and evaluation.
   9. Updating schedules.
   10. Distribution.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 WEB-BASED PROJECT MANAGEMENT SOFTWARE PACKAGE

A. Web-Based Project Management Software Package: Use Engineer's web-based project management software package for purposes of hosting and managing Project communication and documentation until final completion.
   1. Web-based project management software includes, at a minimum, the following features:
      a. Compilation of Project data, including Contractor, Subcontractors, Engineer, Engineer's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
      b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
      c. Document workflow planning, allowing customization of workflow among Project entities.
      d. Create, log, track, and notify Project members of Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, minor changes in the Work, Construction Change Directives, and Change Orders.
      e. Track status of each Project communication in real time, and log time and date when responses are provided.
      f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
      g. Process and track payment applications.
      h. Process and track contract modifications.
      i. Create and distribute meeting minutes.
      j. Document management for Drawings, Specifications, and coordination Drawings, including revision control.
      k. Management of construction progress photographs.
      l. Mobile device compatibility, including smartphones and tablets.

B. Provide up to seven project management software user licenses for use by Owner, Construction Manager, Engineer, and Engineer's consultants. Provide eight hours of software training at Architect's/Engineer's office for web-based Project software users.
   1. At completion of Project, provide digital archive in format that is readable by common desktop software applications and acceptable to Engineer. Provide data in locked format to prevent further changes.
   2. Manufacturers:
      a. Newforma, Inc.
   3. Products: Provide one of the above project management software packages under the current published licensing agreements.

1.3 DIGITAL PROJECT DATA LICENSING

A. Engineer's Data Files Not Available: Engineer will not provide Engineer's CAD Drawing digital data files for Contractor's use during construction.

1.4 SUBMITTALS

A. Within 10 days after date established in Notice to Proceed, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.
B. Participate in review of preliminary and complete network diagrams jointly with Engineer.
C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.
E. Submit updated network schedules with each Application for Payment and at least every 30 days.
F. Post as electronic file to Project website.
G. Schedule Updates:
   1. Overall percent complete, projected and actual.
   2. Completion progress by listed activity and sub-activity, to within five working days prior to submittal.
   3. Changes in Work scope and activities modified since submittal.
   4. Delays in submittals or resubmittals, deliveries, or Work.
   5. Adjusted or modified sequences of Work.
   6. Other identifiable changes.
   7. Revised projections of progress and completion.
H. Narrative Progress Report:
   1. Submit with each monthly submission of Progress Schedule.
   2. Summary of Work completed during the past period between reports.
   3. Work planned during the next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.

## 1.5 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 8 hours of request.
B. Contractor's Administrative Personnel: Two years' minimum experience in using and monitoring schedules on comparable Projects.

## 1.6 NETWORK ANALYSIS SCHEDULES

A. Bar Chart Schedules
    1. Format: Bar chart Schedule, to include at least:
        a. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
            1) Subcontract Work.
            2) Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
            3) Move-in and other preliminary activities.
            4) Equipment and equipment system test and startup activities.
            5) Project closeout and cleanup.
            6) Work sequences, constraints, and milestones.
        b. Listings identified by Specification Section number.
        c. Identification of the following:
    2. Horizontal time frame by year, month, and week.
    3. Duration, early start, and completion for each activity and subactivity.
    4. Critical activities and Project float.
    5. Subschedules to further define critical portions of Work.

## 1.7 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.
B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

## 1.8 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.
B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
D. Upon approval of a Change Order, include the change in the next schedule submittal.
E. Indicate changes required to maintain Date of Substantial Completion.
F. Submit sorts as required to support recommended changes.
G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.9 DISTRIBUTION

A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, Subcontractors, suppliers, Engineer, Owner , and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 33 00 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Definitions.
   2. Submittal procedures.
   3. Construction progress schedules.
   4. Proposed product list.
   5. Product data.
   6. Use of electronic CAD files of Project Drawings.
   7. Shop Drawings.
   8. Samples.
   9. Other submittals.
   10. Design data.
   11. Test reports.
   12. Certificates.
   13. Manufacturer's instructions.
   14. Manufacturer's field reports.
   15. Erection Drawings.
   16. Construction photographs.
   17. Contractor review.
   18. Engineer review.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's and Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

### 1.3 SUBMITTAL PROCEDURES

A. Transmit each submittal with CSI Form 12.1A - Submittal Transmittal or Engineer-accepted form.

B. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

E. Schedule submittals to expedite Project, and post electronic submittals as PDF electronic files to Project website. Coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
H. Allow space on submittals for Contractor and Engineer review stamps.
I. When revised for resubmission, identify changes made since previous submission.
J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
K. Submittals not requested will not be recognized nor processed.
L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

## 1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Comply with Section 01 32 16 "Construction Progress Schedule."

## 1.5 PROPOSED PRODUCT LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

## 1.6 PRODUCT DATA

A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
B. Post electronic submittals as PDF electronic files to Project website.
C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 "Execution and Closeout Requirements."

## 1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
    1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
    2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.

3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

C. Costs: $100 per file, plus 8.25 percent sales tax per request paid in advance by certified check or money order payable to Architect/Engineer.

## 1.8 SHOP DRAWINGS

A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a Professional Engineer responsible for designing components shown on Shop Drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.
D. Post electronic submittals as PDF electronic files to Project website.
E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 "Execution and Closeout Requirements."

## 1.9 SAMPLES

A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
B. Samples for Selection as Specified in Product Sections:
   1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
   2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.
C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
D. Include identification on each Sample, with full Project information.
E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.10 OTHER SUBMITTALS

A. Closeout Submittals: Comply with Section 01 70 00 "Execution and Closeout Requirements."
B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
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 Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
B. Submit printed instructions for delivery, storage, assembly, installation, startup**,** adjusting, and finishing, to Engineer in quantities specified for Product Data.
C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
B. Submit report within 5 days of observation to Engineer for information.
C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
B. Submit Drawings for information 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/Engineer or Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Engineer.
B. Submit photographs showing preconstruction conditions with First Application for Payment. Payment application will not be considered complete without preconstruction photos. Thereafter submit photographs with each payment application or at least once per month.
C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM or post to project website to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
    1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1600 by 1200 pixels.
    2. Date and Time: Include date and time in file name for each image.

1.17 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer and Construction Manager.
B. Contractor: Responsible for:
    1. Determination and verification of materials including manufacturer's catalog numbers.
    2. Determination and verification of field measurements and field construction criteria.
    3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
    4. Determination of accuracy and completeness of dimensions and quantities.
    5. Confirmation and coordination of dimensions and field conditions at Site.
    6. Construction means, techniques, sequences, and procedures.
    7. Safety precautions.
    8. Coordination and performance of Work of all trades.
C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.18 ARCHITECT/ENGINEER REVIEW

A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Construction Manager.
B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order.

E. **Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.**

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 40 00 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Quality control.
   2. Tolerances.
   3. References.
   4. Labeling.
   5. Mockup requirements.
   6. Testing and inspection services.
   7. Manufacturers' field services.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

### 1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

### 1.4 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 as of date for receiving Bids except where specific date is established by code.

C. Obtain copies of standards and maintain on Site when required by product Specification Sections.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
   1. Model number.
   2. Serial number.
   3. Performance characteristics.
C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mockups shall be comparison standard for remaining Work.
D. Where mockup has been accepted by Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

1.7 TESTING AND INSPECTION SERVICES

A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
   1. Before starting Work, submit testing laboratory name, address, and telephone number and names of full-time professional Engineer and responsible officer.
   2. Submit one copy or 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.
B. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
C. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
   1. Submit final report indicating correction of Work previously reported as noncompliant.
D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Engineer and independent firm 24 hours before expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.

E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.

F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

G. Agency Responsibilities:
   1. Test Samples of mixes submitted by Contractor.
   2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
   3. Perform indicated sampling and testing of products according to specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
   6. Perform additional tests required by Engineer.
   7. Attend preconstruction meetings and progress meetings.

H. Agency Reports: After each test, promptly submit two copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
   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 Specification Section.
   6. Location in Project.
   7. Type of inspection or test.
   8. Date of test.
   9. Results of tests.
   10. Conformance with Contract Documents.

I. Limits on Testing Authority:
   1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency or laboratory may not approve or accept any portion of the Work.
   3. Agency or laboratory may not assume duties of Contractor.
   4. Agency or laboratory has no authority to stop the Work.

## 1.8 MANUFACTURER'S 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, startup of equipment, testing, adjusting, and balancing of equipmen commissioning as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Owner.

C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

D. Refer to Section 01 33 00 "Submittal Procedures," "Manufacturer's Field Reports" Article.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 43 26 - TESTING LABORATORY SERVICES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. References.
   2. Selection and payment.
   3. Quality Assurance.
   4. Contractor submittals.
   5. Laboratory responsibilities.
   6. Laboratory reports.
   7. Limits on testing laboratory authority.
   8. Contractor responsibilities.
   9. Schedule of inspections and tests.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 REFERENCES

A. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.

B. ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.

C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing/Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E329 - Standard Specification for Minimum Requirements for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

E. ISO/IEC 17025.

### 1.3 SELECTION AND PAYMENT

A. Contractor 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 per Contract Document requirements.

### 1.4 QUALITY ASSURANCE

A. Comply with requirements of ASTM C1077, D3666, D3740, E329, and ISO/IEC 17025.

B. Laboratory: Authorized to operate in State of Texas.

C. Laboratory Staff: Maintain a full-time, on-staff, registered Engineer to review services.

### 1.5 CONTRACTOR SUBMITTALS

A. Before starting Work, submit testing laboratory name, address, and phone number, as well as names of full-time registered Engineer and responsible officer.

B. Submit copy of laboratory facility inspection report made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with remedy memorandum of deficiencies reported by inspection.

C. Submit Testing Laboratory firm's reports to the distribution list the Engineer provided at preconstruction conference, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
D. Testing and employment of testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
E. Retest/reinspect required because of non-conformance to specified requirements using same testing agency or laboratory. Payment for retesting is Contractor responsibility.

1.6 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.
B. Provide qualified personnel onsite. Cooperate with Engineer and Contractor in service performance.
C. Perform specified inspection, sampling, and testing of Products per specified standards.
D. Ascertain compliance of materials and mixes with Contract Document requirements.
E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
F. Perform additional inspections and tests required by Engineer.

1.7 LABORATORY REPORTS

A. After each inspection and test, promptly distribute reports to distribution list provided by Engineer at preconstruction conference.
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 Specification Section.
    6. Location in Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.
C. When requested by Engineer, provide interpretation of test results.

1.8 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge Contract Document requirements.
B. Laboratory may not approve or accept any portion of Work.
C. Laboratory may not assume any duties of Contractor.
D. Laboratory has no authority to stop the Work.

1.9 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to use which require testing, along with proposed mix designs.
B. Cooperate with laboratory personnel and provide access to Work and manufacturer facilities.
C. Provide incidental labor and facilities to provide access to Work to test, obtain, and handle samples at site or source of products to test, facilitate tests and inspections, storage, and curing test samples.
D. Notify Engineer and laboratory 24 hours before expected time for operations requiring inspection and testing services.

1.10 SCHEDULE OF INSPECTIONS AND TESTS

A. As indicated in individual Specifications and Special Provisions (Water Utilities).

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION


PACKET 17.210 March 28, 2023

# SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

1.1 SUMMARY

1.2 Edit the following list to match Articles retained in final edited Section.

A. Section Includes:
   1. Temporary facilities under Construction Management Agreement.
   2. Temporary Utilities:
      a. Temporary electricity.
      b. Temporary lighting for construction purposes.
      c. Temporary ventilation.
      d. Temporary water service.
      e. Temporary sanitary facilities.
   3. Construction Facilities:
      a. Field offices and sheds.
      b. Vehicular access.
      c. Parking.
      d. Progress cleaning and waste removal.
      e. Project identification.
      f. Traffic regulation.
      g. Fire-prevention facilities.
   4. Temporary Controls:
      a. Barriers.
      b. Enclosures and fencing.
      c. Security.
      d. Water control.
      e. Dust control.
      f. Erosion and sediment control.
      g. Noise control.
      h. Pest and rodent control.
      i. Pollution control.
   5. Removal of utilities, facilities, and controls.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.3 REFERENCES

A. ASTM International:
   1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.4 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility or other sources source as needed for construction operation.

1.5 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.6 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

1.7 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

1.8 FIELD OFFICES AND SHEDS

A. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 "Product Requirements."
B. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.

1.9 VEHICULAR ACCESS

A. Construct temporary access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
D. Locate as indicated on Drawings.
E. Provide unimpeded access for emergency vehicles. Maintain 20-inch-wide driveways with turning space between and around combustible materials.
F. Provide and maintain access to fire hydrants and control valves free of obstructions.
G. Provide means of removing mud from vehicle wheels before entering streets.
H. Do not use existing on-Site roads for construction traffic.

1.10 PARKING

A. Provide temporary gravel surface parking areas to accommodate construction personnel.
B. Locate as indicated on Drawings.
C. If Site space is not adequate, provide additional off-Site parking.
D. Use of existing on-Site streets and driveways used for construction traffic is [**not**] permitted. Tracked vehicles are not allowed on paved areas.
E. Use of existing parking facilities used by construction personnel is [**not**] permitted.

F. Do not allow heavy vehicles or construction equipment in parking areas.
G. Do not allow vehicle parking on existing pavement.
H. Maintenance:
    1. Maintain traffic and parking areas in sound condition.
    2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
I. Removal, Repair:
    1. Remove temporary materials and construction at Substantial Completion.
    2. Remove underground Work and compacted materials to depth of 2 feet; fill and grade Site as indicated.
    3. Repair existing facilities damaged by use, to original condition.
J. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

## 1.11 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
D. Collect and remove waste materials, debris, and rubbish from Site as needed and dispose of off-Site.
E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

## 1.12 PROJECT IDENTIFICATION

A. Project Identification Sign:
    1. One painted sign of construction, design, and content shown on Drawings, location designated.
    2. Content:
        a. Project number, title, logo**,** and name of Owner.
        b. Names and titles of authorities.
        c. Names and titles of Engineer and Consultants.
        d. Name of Prime Contractor.
    3. Graphic Design, Colors, and Style of Lettering: Designated by Engineer.
B. Project Informational Signs:
    1. Painted informational signs of same colors and lettering as Project identification sign or standard products; size lettering for legibility at 100-foot distance.
    2. Provide sign at each field office and storage shed. Relocate as Work progress requires.
    3. No other signs are allowed without Owner's permission except those required by law.
C. Design sign and structure to withstand 60-mph wind velocity.
D. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
E. Show content, layout, lettering, color.
F. Sign Materials:
    1. Structure and Framing: wood or metal, structurally adequate.

2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4-inch thick, standard large sizes to minimize joints.
3. Rough Hardware: Galvanized and aluminum.
4. Paint and Primers: Exterior quality, two coats; sign background of color.
5. Lettering: Exterior quality paint, contrasting colors.

G. Installation:
1. Install Project identification sign within 15 days after date established by Notice to Proceed.
2. Erect at location of high public visibility adjacent to main entrance to Site.
3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
4. Install sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of sign, supports, and framing.

H. Maintenance: Maintain clean signs and supports; repair deterioration and damage.

I. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

## 1.13 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.
3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
4. Flag Person Equipment: As required by authorities 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 flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:
1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.

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. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
3. Relocate signs and signals 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 2 feet.

## 1.14 FIRE-PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction and demolition. Designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

1.15 SECURITY

A. Security Program:
   1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
   2. Initiate program at Project mobilization.
   3. Maintain program throughout construction period until Final Completion.

B. Entry Control:
   1. Restrict entrance of persons and vehicles to Project Site and existing facilities.
   2. Allow entrance only to authorized persons with proper identification.
   3. Maintain log of workers and visitors and make available to Owner on request.
   4. Owner will control entrance of persons and vehicles related to Owner's operations.

1.16 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.17 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.
B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.18 EROSION AND SEDIMENT CONTROL

A. Follow requirements of 01 57 23 "Stormwater Pollution Control."
B. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
C. Minimize surface area of bare soil exposed at one time.
D. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
E. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
F. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.19 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
B. Remove underground installations to minimum depth of 2 feet.

C. Clean and repair damage caused by installation or use of temporary Work.
D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

END OF SECTION

# SECTION 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Other Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

A. Contractor is solely responsible for meeting all TCEQ and EPA requirements for stormwater pollution prevention:
   1. Develop a Stormwater Pollution Prevention Plan (SWPPP);
   2. File Notice of Intent (NOI) and include Owner as an "Operator;"
   3. Install and maintain all erosion control measures and best management practices (BMPs);
   4. Perform inspections and prepare reports; and
   5. File Notice of Termination (NOT).

1.3 SUBMITTALS

A. Submit to Engineer, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 30 00 "Administrative Requirements."

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each workday.

C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of Work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of Work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as Work progresses, remove/replace/relocate bags as needed for Work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding;
      b. Mulching;
      c. Geotextiles;
      d. Vegetative buffer strips;
      e. Paving;
      f. Rock riprap; and/or
      g. Rock-filled gabions.
      h. Inlet protection.
   3. Implement stabilization measures per SWPPP.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION


PACKET 17.218 March 28, 2023

# SECTION 01 60 00 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery requirements.
   3. Product storage and handling requirements.
   4. Product options.
   5. Equipment electrical characteristics and components.

B. Related Requirements
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.

D. Domestic Products: All iron and steel products produced through a manufacturing process and used in the project shall be produced in the United States in accordance with Goverment Code §2252.202, et seq., as amended.

E. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.

F. Furnish interchangeable components from same manufacturer for components being replaced.

### 1.3 PRODUCT DELIVERY REQUIREMENTS

A. Comply with delivery requirements in Section 01 74 19 "Construction Waste Management and Disposal."

B. Transport and handle products according to manufacturer's instructions.

C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

### 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products according to manufacturer's instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports aboveground.

E. Provide bonded off-Site storage and protection when Site does not permit on-Site storage or protection.
F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 "Substitution Procedures."

**PART 2 - PRODUCTS**

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
B. Cord and Plug: Furnish minimum 6-foot-long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections.

**PART 3 - EXECUTION - (Not Used)**

END OF SECTION

# SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
1. Examination.
2. Preparation.
3. Coordination of Owner's portion of the Work.
4. Field engineering.
5. Execution.
6. Cutting and patching.
7. Protecting installed construction.
8. Starting of systems.
9. Demonstration and instruction.
10. Testing, adjusting, and balancing.
11. Closeout procedures.
12. Project record documents.
13. Operation and maintenance data.
14. Manual for materials and finishes.
15. Manual for equipment and systems.
16. Spare parts and maintenance products.
17. Product warranties and product bonds.
18. Maintenance service.
19. Final cleaning.

B. Related Requirements
1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that 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 that utility services are available with correct characteristics and in correct locations.

### 1.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
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.

### 1.4 FIELD ENGINEERING

A. Employ land surveyor registered in State of Texas and acceptable to Owner.

B. Locate and protect survey controls and reference points. Promptly notify Engineer of discrepancies discovered.
C. Control datum for survey is established by Owner-provided survey and indicated on Drawings.
D. Verify setbacks and easements; confirm Drawing dimensions and elevations.
E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
F. Submit copy of certificate signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
G. Maintain complete and accurate log of control and survey Work as it progresses.
H. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.5 EXECUTION

A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
    1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
    2. Physically separate products in place and provide electrical insulation or protective coatings to prevent galvanic action or corrosion between dissimilar metals.
    3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual effect choices to Engineer for final decision.
E. Allow for expansion of materials and building movement.
F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
    1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
    2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.
    1. Refer questionable mounting height choices to Architect/Engineer for final decision.
    2. Elements Identified as Handicap Accessible: Comply with applicable codes and regulations.
H. Adjust operating products and equipment to ensure smooth and unhindered operation.
I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

## 1.6 CUTTING AND PATCHING

A. Employ skilled and experienced Installers to perform cutting and patching.
B. Submit written request in advance of cutting or altering elements affecting the following:
   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 accomplish the following:
   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 nonconforming 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 to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
E. Cut masonry and concrete materials using masonry saw or core drill.
F. Restore Work with new products according to requirements of Contract Documents.
G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
J. Identify the hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

## 1.7 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. Prohibit traffic from landscaped areas.

## 1.8 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Engineer 14 days prior to startup of each item. Star up date shall not be scheduled until proposed date has been accepted by the Owner and Engineer.
C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
E. Verify that wiring and support components for equipment are complete and tested.
F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.

G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01 33 00 - Submittal Procedures stating that equipment or system has been properly installed and is functioning correctly.

## 1.9 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
   1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
   2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
   7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
   8. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work to be substantially complete, submit to Engineer:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to be completed or corrected (initial punch list).
   2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
   3. Should Engineer determine that Work is not substantially complete:
      a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
      c. Engineer will reinspect Work.
      d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
   4. When Engineer finds that Work is substantially complete, Engineer will:

a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).
b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.

5. After Work is substantially complete, Contractor shall:
a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
b. Complete Work listed for completion or correction within time period stipulated.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
a. Contract Documents have been reviewed.
b. Work has been examined for compliance with Contract Documents.
c. Work has been completed according to Contract Documents.
d. Work is completed and ready for final inspection.
2. Submittals: Submit following:
a. Final punch list indicating all items have been completed or corrected.
b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
d. Accounting statement for final changes to Contract Sum.
e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:
1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
2. Should Engineer consider Work to be incomplete or defective:
a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
c. Engineer will reinspect Work.
d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

## 1.10 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. 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 used.
3. Changes made by Addenda, bulletin, Change Order, and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
2. Include locations of concealed elements of the Work.
3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
8. Field changes of dimension and detail.
9. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

## 1.11 OPERATION AND MAINTENANCE DATA

A. Submit in PDF composite electronic indexed file.

B. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger Drawings to size of text pages.

C. 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/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by process flow and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include 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 finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

g. Safety precautions to be taken when operating and maintaining or working near equipment.

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 of warranties and bonds.

1.12 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. 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.

1.13 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
B. Deliver to place in location as directed by Owner; obtain receipt prior to final payment.

1.14 FINAL CLEANING

A. Execute final cleaning prior to final walk through inspection.
B. Remove waste and surplus materials, rubbish, and construction facilities from Site.
C. Return site to original or better condition.

**PART 2 - PRODUCTS - (Not Used)**

**PART 3 - EXECUTION - (Not Used)**

END OF SECTION

# DIVISION 03

# CONCRETE

# SECTION 03 10 00 - CONCRETE FORMING AND ACCESSORIES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Formwork for cast-in-place concrete.
   2. Shoring, bracing, and anchorage.
   3. Form stripping.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 20 00 "Concrete Reinforcing:" Reinforcing steel and required supports for cast-in-place concrete.

### 1.2 REFERENCE STANDARDS

A. American Concrete Institute:
   1. ACI 117 - Specification for Tolerances for Concrete Construction and Materials.
   2. ACI 301 - Specifications for Structural Concrete.
   3. ACI 318 - Building Code Requirements for Structural Concrete.
   4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest & Paper Association:
   1. AF&PA - National Design Specification (NDS) for Wood Construction.

C. APA - The Engineered Wood Association:
   1. APA/EWA PS 1 - Voluntary Product Standard - Structural Plywood.

D. ASTM International:
   1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
   2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
   3. ASTM E96M - Standard Test Methods for Water Vapor Transmission of Materials.

E. West Coast Lumber Inspection Bureau:
   1. WCLIB - Standard No. 17 Grading Rules for West Coast Lumber.

### 1.3 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.

B. Coordinate Work of this Section with other Sections of Work in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

### 1.4 SUBMITTALS

A. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

B. Delegated Design Submittals:
   1. Submit signed and sealed Shop Drawings with design calculations and assumptions for formwork, shoring, and reshores.
   2. Indicate loads transferred to structure during process of concreting, shoring, and reshoring.

3. Include structural calculations to support design.

C. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

D. Qualifications Statement:
1. Submit qualifications for licensed professional.

1.5 QUALITY ASSURANCE

A. Perform Work according to ACI 347, 301, and 318.
B. For wood products furnished for Work of this Section, comply with AF&PA.
C. Perform Work according to City of Midland standards.
D. Maintain one copy of each standard affecting Work of this Section on Site.

1.6 QUALIFICATIONS

A. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in State of Texas.

**PART 2 - PRODUCTS**

2.1 PERFORMANCE AND DESIGN CRITERIA

A. Design, engineer, and construct formwork, shoring, and bracing according to ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line, and dimension as indicated on Drawings.

2.2 WOOD FORM MATERIALS

A. Form Materials: At discretion of Contractor.

2.3 PREFABRICATED FORMS

A. Manufacturers:
1. EFCO - Economy Forms Corp.
2. Molded Fiber Glass Construction Products.
3. Sonoco Products Co.
4. Symons by Dayton Superior.
5. Wall-Ties & Forms, Inc.
6. Western Forms.
7. Substitutions: As specified in Section 01 60 00 "Product Requirements."

B. Preformed Steel Forms:
1. Description: Matched, tightly fitted, and stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
2. Minimum Thickness: 16 gauge.

C. FRP Forms: Matched, tightly fitted, and stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

D. Pan:
1. Material: Steel.
2. Configuration: Size and profile as required.

E. Steel Forms:
1. Description: Sheet steel, suitably reinforced.

2. Design: For particular use as indicated on Drawings.

F. Form Liners: Smooth, durable, grainless, and non-staining hardboard unless otherwise indicated on Drawings.

G. Framing, Studding, and Bracing: Stud No. 3 structural light-framing grade.

2.4 FORMWORK ACCESSORIES

A. Form Ties:
1. Type: Removable Snap off; cone.
2. Material: Galvanized.
3. Length: Adjustable.
4. Furnish waterproofing washer.
5. Free of defects capable of leaving holes larger than 1-inch in concrete surface.
6. Manufacturers:
a. Heckmann Building Products, Inc.
b. Symons by Dayton Superior.
c. Wall-Ties & Forms, Inc.
d. Substitutions: As specified in Section 01 60 00 "Product Requirements."

B. Spreaders:
1. Description: Standard, non-corrosive metal-form clamp assembly, of type acting as spreaders and leaving no metal within 1 inch of concrete face.
2. Wire ties, wood spreaders, or through bolts are not permitted.

C. Form Release Agent:
1. Description: Colorless mineral oil that will not stain concrete or absorb moisture [or impair natural bonding or color characteristics of coating intended for use on concrete].
2. Manufacturers:
a. Architectural Concrete Chemicals, LLC.
b. Nox-Crete Products Group.
c. Substitutions: As specified in Section 01 60 00 "Product Requirements."

D. Vapor Retarder:
1. Description: Polyethylene sheet.
2. Thickness: 8 mils.

E. Bituminous Joint Filler: Comply with ASTM D1751.

F. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength, and character to maintain formwork in place while placing concrete.

**PART 3 - EXECUTION**

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.

B. Verify lines, levels, and centers before proceeding with formwork.

C. Verify that dimensions agree with Shop Drawings.

D. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

3.2 INSTALLATION

A. Earth Forms:

1. Trench earth forms neatly, accurately, and at least 2 inches wider than footing widths indicated on Drawings.
2. Trim sides and bottom of earth forms.
3. Construct wood edge strips at top of each side of trench to secure reinforcing and to prevent trench from sloughing.
4. Form sides of footings where earth sloughs.
5. Tamp earth forms firm and clear them of debris and loose material before depositing concrete.

B. Formwork:
1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
3. Camber forms where necessary to produce level finished soffits unless indicated otherwise on Drawings.
4. Positioning:
   a. Carefully verify horizontal and vertical positions of forms.
   b. Correct misaligned or misplaced forms before placing concrete.
5. Complete wedging and bracing before placing concrete.
6. Erect formwork, shoring, and bracing to achieve design requirements according to ACI 301.
7. Stripping:
   a. Arrange and assemble formwork to permit dismantling and stripping.
   b. Do not damage concrete during stripping.
   c. Permit removal of remaining principal shores.
8. Obtain approval of Architect/Engineer before framing openings in structural members not indicated on Drawings.
9. Install fillet and chamfer strips on external corners of beams, joists, and columns.
10. Install void forms according to manufacturer instructions.
11. Do not reuse wood formwork more than three times for concrete surfaces to be exposed to view.
12. Do not patch formwork.
13. Leave forms in place for minimum number of days according to ACI 347.

C. Form Removal:
1. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads, and removal has been approved by Architect/Engineer.
2. Loosen forms carefully; do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
3. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged.
4. Discard damaged forms.
5. Form Release Agent:
   a. Apply according to manufacturer instructions.
   b. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
   c. Do not apply form release agent if concrete surfaces are indicated to receive special finishes or applied coverings that may be affected by agent.

d. Soak inside surfaces of untreated forms with clean water, and keep surfaces coated prior to placement of concrete.

6. Form Cleaning:
   a. Clean forms as erection proceeds to remove foreign matter within forms.
   b. Clean formed cavities of debris prior to placing concrete.
   c. Flush with water or use compressed air to remove remaining foreign matter.
   d. Ensure that water and debris drain to exterior through cleanout ports.
   e. Cold Weather:
      1) During cold weather, remove ice and snow from within forms.
      2) Do not use de-icing salts.
      3) Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure; use compressed air or other dry method to remove foreign matter.
7. Reuse and Coating of Forms:
   a. Thoroughly clean forms and reapply form coating before each reuse.
   b. For exposed Work, do not reuse forms with damaged faces or edges.
   c. Apply form coating to forms according to manufacturer instructions.
   d. Do not coat forms for concrete indicated to receive "scored finish."
   e. Apply form coatings before placing reinforcing steel.

D. Forms for Smooth Finish Concrete:
1. Use steel, plywood, or lined-board forms.
2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
3. Install form lining with close-fitting square joints between separate sheets without springing into place.
4. Use full-sized sheets of form liners and plywood wherever possible.
5. Tape joints to prevent protrusions in concrete.
6. Apply forming and strip wood forms in a manner to protect corners and edges.
7. Level and continue horizontal joints.
8. Keep wood forms wet until stripped.

E. Architectural Form Liners:
1. Erect architectural side of formwork first.
2. Attach form liner to forms before installing form ties.
3. Install form liners square, with joints and pattern aligned.
4. Seal form liner joints to prevent grout leaks.
5. Dress joints and edges to match form liner pattern and texture.

F. Forms for Surfaces to Receive Membrane Waterproofing:
1. Use plywood or steel forms.
2. After erection of forms, tape form joints to prevent protrusions in concrete.

G. Framing, Studding, and Bracing:
1. Maximum Spacing of Studs:
   a. Boards: Maximum 16 inches o.c.
   b. Plywood: 12 inches o.c.
2. Size framing, bracing, centering, and supporting members for sufficient strength to maintain shape and position under imposed loads from construction operations.
3. Construct beam soffits of material minimum 2 inches thick.
4. Distribute bracing loads over base area on which bracing is erected.
5. When placed on ground, protect against undermining, settlement, and accidental impact.

H. Form Anchors and Hangers:
1. Do not use anchors and hangers leaving exposed metal at concrete surface.

2. Symmetrically arrange hangers supporting forms from structural-steel members to minimize twisting or rotation of member.
3. Penetration of structural-steel members is not permitted.

I. Inserts, Embedded Parts, and Openings:
1. Install formed openings for items to be embedded in or passing through concrete Work.
2. Locate and set in place items required to be cast directly into concrete.
3. Install accessories straight, level, and plumb, and ensure that items are not disturbed during concrete placement.
4. Joints:
   a. Install waterstops continuous without displacing reinforcement.
5. Openings:
   a. Provide temporary ports or openings in formwork as required to facilitate cleaning and inspection.
   b. Locate openings at bottom of forms to allow flushing water to drain.
6. Close temporary openings with tight-fitting panels, flush with inside face of forms, and neatly fitted such that joints will not be apparent in exposed concrete surfaces.

J. Form Ties:
1. Provide sufficient strength and quantity to prevent spreading of forms.
2. Place ties at least 1 inch away from finished surface of concrete.
3. Leave inner rods in concrete when forms are stripped.
4. Space form ties equidistant, symmetrical, and aligned vertically and horizontally unless indicated otherwise on Drawings.

K. Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

L. Construction Joints:
1. Install surfaced pouring strip where construction joints intersect on exposed surfaces to provide straight line at joints.
2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Appearance:
   a. Show no overlapping of construction joints.
   b. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true, and sharp.

M. Embedded Items:
1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, waterstops, and other features.
2. Do not embed wood or uncoated aluminum in concrete.
3. Obtain installation and setting information for embedded items furnished under other Sections.
4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
5. Ensure that conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 regarding size and location limitations.

N. Openings for Items Passing through Concrete:
1. Frame openings in concrete where indicated on Drawings.
2. Establish exact locations, sizes, and other conditions required for openings and attachment of Work specified under other Sections.
3. Coordinate Work to avoid cutting and patching of concrete after placement.
4. Perform cutting and repairing of concrete required as result of failure to provide required openings.

O. Screeds:
   1. Set screeds and establish levels for tops of and finish on concrete slabs.
   2. Slope slabs to drain where required or as indicated on Drawings.
   3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms; remove freestanding water.

P. Screed Supports:
   1. For concrete over waterproof membranes and vapor retarder membranes, use cradle-, pad-, or base-type screed supports that will not puncture membrane.
   2. Staking through membrane is not permitted.

Q. Cleanouts and Access Panels:
   1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris, and waste material.
   2. Clean forms and surfaces against which concrete is to be placed.
   3. Remove chips, sawdust, and other debris.
   4. Thoroughly blow out forms with compressed air just before concrete is placed.

## 3.3 TOLERANCES

A. Construct formwork to maintain tolerances according to ACI 301 and 318.

## 3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Inspection:
   1. Inspect erected formwork, shoring, and bracing to ensure that Work complies with formwork design and that supports, fastenings, wedges, ties, and items are secure.
   2. Notify Engineer after placement of reinforcing steel in forms but prior to placing concrete.
   3. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

# SECTION 03 20 00 - CONCRETE REINFORCING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 03 10 00 "Concrete Forming and Accessories:" Form materials, waterstops, and accessories required to form cast-in-place concrete.
3. Section 03 30 00 "Cast-in-Place Concrete:" Cast-in-place or in-situ concrete for structural building frame, slabs on grade, and other concrete components associated with building.

### 1.2 REFERENCE STANDARDS

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.

B. American Welding Society:
1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
2. AWS D1.4M - Structural Welding Code - Reinforcing Steel.

C. ASTM International:
1. ASTM A184 - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement.
2. ASTM A184M - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement.
3. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
4. ASTM A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
5. ASTM A704 - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
6. ASTM A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
7. ASTM A706 - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
8. ASTM A706M - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
9. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
10. ASTM A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
11. ASTM A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
12. ASTM A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
13. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
14. ASTM A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.

15. ASTM A934 - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
16. ASTM A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
17. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
18. ASTM A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
19. ASTM A1064 - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
20. ASTM A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

D. Concrete Reinforcing Steel Institute:
1. CRSI 10-MSP - Manual of Standard Practice.
2. CRSI 10PLACE - Placing Reinforcing Bars.

## 1.3 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with placement of formwork, formed openings, and other Work.

## 1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Shop Drawings:
1. Indicate bar sizes, spacings, locations, splice locations, and quantities of reinforcing steel.
2. Indicate bending and cutting schedules.
3. Indicate supporting and spacing devices.
C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
D. Submit certified copies of mill test report of reinforcement materials analysis.
E. Welder Certificates: Certify welders and welding procedures employed on Work, verifying AWS qualification within previous 12 months.
F. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
H. Qualifications Statement:
1. Welders: Qualify procedures and personnel according to AWS D1.1.

## 1.5 QUALITY ASSURANCE

A. Perform Work according to ACI 301 and ACI 318.
B. Prepare Shop Drawings according to ACI SP-66.
C. Perform Work according to City of Midland standards.
D. Maintain one copy of each standard affecting Work of this Section on Site.

## 1.6 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months for employed weld types.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.
B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Store materials according to manufacturer instructions.
D. Protection:
   1. Protect materials from moisture by storing in clean, dry location remote from construction operations areas.
   2. Provide additional protection according to manufacturer instructions.

1.8 EXISTING CONDITIONS

A. Field Measurements:
   1. Verify field measurements prior to fabrication.
   2. Indicate field measurements on Shop Drawings.

**PART 2 - PRODUCTS**

2.1 REINFORCEMENT

A. Reinforcing Steel:
   1. Comply with ASTM A615.
   2. Yield Strength: 60 ksi.
   3. Billet Bars: Deformed.
   4. Finish: Uncoated.

2.2 FABRICATION

A. Fabricate concrete reinforcement according to ACI 318.
B. Form standard hooks for 90-degree bends, stirrups and tie hooks as indicated on Drawings.
C. Form reinforcement bends with minimum diameters according to ACI 318.
D. Fabricate column reinforcement with offset bends at reinforcement splices.
E. Form spiral column reinforcement from minimum 3/8-inch-diameter continuous plain bar or wire.
F. Form ties and stirrups from following:
   1. Bars No. 10 and Smaller: No. 3 deformed bars.
   2. Bars No. 11 and Larger: No. 4 deformed bars.
G. Weld reinforcement according to AWS D1.4.
H. Splicing:
   1. If not indicated on Drawings, locate reinforcement splices at point of minimum stress.

2.3 SHOP FINISHING

A. Galvanized Finish for Steel Bars:
   1. Comply with ASTM A767, Class [I] [II].
   2. Hot-dip galvanized after fabrication.
B. Epoxy-Coated Finish for Steel Bars: Comply with ASTM [A775] [A934].

C. Epoxy-Coated Finish for Steel Wire: Comply with ASTM A884, Class A.

2.4 ACCESSORY MATERIALS

A. Tie Wire:
   1. Minimum 16 gauge, annealed type.
B. Chairs, Bolsters, Bar Supports, and Spacers:
   1. Size and Shape: To strengthen and support reinforcement during concrete placement conditions.
C. Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather-Exposed Concrete Surfaces:
   1. Material: Plastic-coated steel.
   2. Size and Shape: To meet Project conditions.
D. Reinforcing Splicing Devices:
   1. Type: Exothermic welding type; full tension and compression.

2.5 SOURCE QUALITY CONTROL

A. Provide shop inspection and testing of completed assembly.
B. Section 01 40 00 "Quality Requirements:" Requirements for testing, inspection, and analysis.
C. Certificate of Compliance:
   1. If fabricator is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   2. Specified shop tests are not required for Work performed by approved fabricator.

**PART 3 - EXECUTION**

3.1 INSTALLATION

A. Place, support, and secure reinforcement against displacement.
B. Do not deviate from required position beyond specified tolerance.
C. Do not weld crossing reinforcement bars for assembly.
D. Do not displace or damage vapor retarder.
E. Accommodate placement of formed openings.
F. Spacing:
   1. Space reinforcement bars with minimum clear spacing **a**ccording to ACI 318 .
   2. If bars are indicated in multiple layers, place upper bars directly above lower bars.
G. Maintain minimum concrete cover around reinforcement according to ACI 318 as follows:
   1. Footings and Concrete Formed against Earth: 3 inches.
   2. Concrete Exposed to Earth or Weather:
      a. No. 6 Bars and Larger: 2 inches
      b. No. 5 Bars and Smaller: 1-1/2 inches
   3. Supported Slabs, Walls, and Joists:
      a. No. 14 Bars and Larger: 1-1/2 inches
      b. No. 11 Bars and Smaller: 3/4-inch
   4. Beams and Columns: 1-1/2 inches
   5. Shell and Folded Plate Members:
      a. No. 6 Bars and Larger: 3/4-inch
      b. No. 5 Bars and Smaller: 1/2-inch

3.2 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Requirements for tolerances.
B. Install reinforcement within following tolerances for flexural members, walls, and compression members:
    1. Reinforcement Depth Greater Than 8 Inches:
        a. Depth Tolerance: Plus or Minus 3/8-inch.
        b. Concrete Cover Tolerance:Minus 3/8-inch.
    2. Reinforcement Depth Less Than or Equal to 8 Inches:
        a. Depth Tolerance: Plus or Minus 1/2-inch.
        b. Concrete Cover Tolerance:Minus 1/2-inch.

C. Foundation Walls: Install reinforcement within tolerances according to ACI 530/530.1.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Field testing will be performed by Owner's testing laboratory according to ACI 318.

END OF SECTION

# SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Provide all materials and labor necessary to complete all concrete, plain and reinforced, as indicated on Drawings or as specified in these specifications and as required to complete the Project. Work, without limiting the generality thereof, includes:
   1. Installation of concrete to provide pile caps, transfer beams, grade beams, footings, foundations, suspended slabs, building walls, elevator shaft walls, retaining walls, slabs on grade, electrical ductbanks, and other incidental concrete Work.
   2. Setting of utility structures to grade, setting of granite curb, setting of precast concrete curb, grouting around pipe at manholes, manhole bases, and general repairs caused by utility Work.
   3. Installation of concrete to provide bridge abutments, water retention vaults, sewage vaults, sewage clarifiers, and tunnel structures.
   4. Concrete slurry wall construction.
   5. Mass concrete foundations and related structures.
   6. Lightweight concrete at new composite slab locations.
   7. Concrete pads for mechanical equipment.
   8. Concrete fill in steel stairs.
   9. Furnishing and installation of admixtures.
   10. Work of other trades required to be built into concrete, such as inserts for connections to steel members, waterstops, flashing reglets, anchors, embedded plates, and reinforcing dowels.
   11. Providing vapor retarder or waterproofing membrane below slabs on grade.
   12. Finishing of concrete as specified herein or as indicated on Drawings.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 10 00 "Concrete Forming and Accessories:" Formwork and accessories.
   3. Section 03 20 00 "Concrete Reinforcing:" Requirements for reinforcing steel and supports.
   4. Section 31 23 16 "Excavation."
   5. Section 31 23 23 "Fill."

### 1.2 DEFINITIONS

A. Cementitious Materials: The materials that are subject to compliance with requirements, such as Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume.

B. Conventional Concrete: A type of concrete that has a specified compressive strength of less than 8,000 psi.

C. High-Strength Concrete (HSC): A type of concrete that has a specified compressive strength of 8,000 psi or greater.

D. Self-Consolidating Concrete (SCC**)**: A type of highly flowable, nonsegregating concrete that can spread into place, fill formwork, and encapsulate reinforcement without any mechanical consolidation.

E. Strain Hardening: The ability to carry increasing tensile load beyond the point of first crack.

F. Strain Softening: The ability to carry a reduced (but nonzero) tensile load beyond the point of first crack.
G. Ultra-High-Performance Concrete: A type of concrete that has a minimum specified compressive strength of 22,000 psi with specified durability, tensile ductility, and toughness requirements; fibers are generally included to achieve specified requirements.
H. Water-Cementitious Materials Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO):
1. AASHTO M182 - Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats.
B. American Concrete Institute:
1. ACI 117 (117M) - Specification for Tolerances for Concrete Construction and Materials.
2. ACI 232.3R - Report on High-Volume Fly Ash Concrete for Structural Applications.
3. ACI 228.1R - Report on Methods for Estimating In-Place Concrete Strength.
4. ACI 239R - Ultra-High-Performance Concrete: An Emerging Technology Report.
5. ACI 301 (301M) - Specifications for Structural Concrete.
6. ACI 302.1R - Guide for Concrete Floor and Slab Construction.
7. ACI 305R - Guide to Hot Weather Concreting.
8. ACI 305.1 (305.1M) - Specification for Hot Weather Concreting.
9. ACI 306.1 - Standard Specification for Cold Weather Concreting.
10. ACI 306R - Guide to Cold Weather Concreting.
11. ACI 308.1 (308.1M) - Specification for Curing Concrete.
12. ACI 318 (318M) - Building Code Requirements for Structural Concrete.
13. ACI 350.5 (350.5M) - Specifications for Environmental Concrete Structures.
14. ACI 357.3R - Guide for Design and Construction of Waterfront and Coastal Concrete Marine Structures.
15. ACI 362.1R - Guide for the Design and Construction of Durable Concrete Parking Structures.
16. ACI 363.2R - Guide to Quality Control and Assurance of High-Strength Concrete.
17. ACI 440R - Report on Fiber-Reinforced Polymer (FRP) Reinforcement for Concrete Structures.
C. ASTM International:
1. ASTM A820/A820M - Standard Specification for Steel Fibers for Fiber-Reinforced Concrete.
2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. ASTM C33/C33M - Standard Specification for Concrete Aggregates.
4. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete.
8. ASTM C150/C150M - Standard Specification for Portland Cement.
9. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
10. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete.

11. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
12. ASTM C231/C231M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
13. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete.
14. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
15. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete.
16. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
17. ASTM C567/C567M - Standard Test Method for Determining Density of Structural Lightweight Concrete.
18. ASTM C595/C595M - Standard Specification for Blended Hydraulic Cements.
19. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
20. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
21. ASTM C845/C845M - Standard Specification for Expansive Hydraulic Cement.
22. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
23. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete.
24. ASTM C989/C989M - Standard Specification for Slag Cement for Use in Concrete and Mortars.
25. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
26. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.
27. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
28. ASTM C1074 - Standard Practice for Estimating Concrete Strength by the Maturity Method.
29. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
30. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
31. ASTM C1116/C1116M - Standard Specification for Fiber-Reinforced Concrete.
32. ASTM C1157/C1157M - Standard Performance Specification for Hydraulic Cement.
33. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
34. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
35. ASTM C1260 - Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method).
36. ASTM C1293 - Standard Test Method for Determination of Length Change of Concrete Due to Alkali-Silica Reaction.
37. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.

38. ASTM C1567 - Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method).
39. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
40. ASTM C1611/C1611M - Standard Test Method for Slump Flow of Self-Consolidating Concrete.
41. ASTM C1778 - Standard Guide for Reducing the Risk of Deleterious Alkali-Aggregate Reaction in Concrete.
42. ASTM D994/D994M - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
43. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
44. ASTM D1752 - Standard Specification for Preformed Sponge Rubber, Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
45. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
46. ASTM E154/E154M - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
47. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
48. ASTM E1155 (E1155M) - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers.
49. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
50. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
51. ASTM E1993/E1993M - Standard Specification for Bituminous Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.

D. Canadian Standards Association (CSA):
   1. CSA A23.1/A23.2 - Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.

E. National Ready Mixed Concrete Association (NRMCA):
   1. NRMCA - Certification of Ready Mixed Concrete Production Facilities.

F. National Sanitation Foundation (NSF):
   1. NSF/ANSI Standard 61 - Drinking Water System Components - Health Effects.

G. South Coast Air Quality Management District:
   1. SCAQMD Rule 1168 - Adhesive and Sealant Applications.

H. U.S. Army Corps of Engineers:
   1. CRD-C 48 - Standard Test Method for Water Permeability of Concrete.

## 1.4 COORDINATION

A. Coordinate placement of control and expansion joint devices with erection of concrete formwork and placement of form accessories.

## 1.5 SUBMITTALS

A. Product Data: Submit data on the following:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement.
7. Aggregates.
8. Admixtures:
    a. Include limitations of use, such as restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
9. Vapor retarders or waterproof membranes.
10. Curing materials:
11. Joint fillers.
12. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:
1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum water-cementitious materials ratio.
5. Calculated equilibrium unit weight for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Steel-fiber reinforcement content.
10. Synthetic micro-fiber content.
11. Indicate amounts of mixing water to be withheld for later addition at Project Site, if permitted.
12. Submit intended placement method.
13. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
14. Submit separate mix designs if admixtures are required for the following:
    a. Hot and cold weather concrete Work.
    b. Air-entrained concrete Work.

C. Qualification Data: Submit data for the following:
1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Manufacturer Instructions: Submit installation procedures and interfacing required for adjacent Work.

F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

## 1.6 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.

B. Project Record Documents: Record actual locations of embedded utilities and components concealed from view in finished construction.

## 1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified Installer employing Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor certified as ACI Flatwork Concrete Finisher/Technician, or an ACI Concrete Flatwork Technician with experience installing and finishing concrete.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced manufacturing ready-mixed concrete products that complies with ASTM C94/C94M requirements for production facilities and equipment.
   1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Concrete Testing Service: Employ and pay an independent testing laboratory, acceptable to the Owner, Engineer, to perform material evaluation tests and to review concrete mix designs proposed by Contractor to conform to this Specification.

D. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.
   1. Personnel performing laboratory tests are required to be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisors are required to be ACI-certified Concrete Laboratory Testing Technician, Grade II.

E. Alkali-Silica Reactivity Testing: Aggregates used in the concrete shall be tested by an independent testing agency for alkali-silica reactivity in accordance with ASTM C1260. Agencies approved for this testing are as follows:
   1. American Engineering Testing, Inc., 350 Cleveland Avenue N, Saint Paul, MN 55224-1804.
   2. ATC Associates, Inc., 40 Strafello Drive, Avon, MA 02322-1169.
   3. CTL Group, 5400 Old Orchard Road, Skokie, IL 60077-1030.
   4. Simpson Gumpertz & Heger, 42 Seyon Street, Building 1, Suite 500, Waltham, MA 02453-8355.

F. Additional Testing and Inspection Services:
   1. If required, Owner's testing agency will perform additional testing and inspection services to verify conformance to Contract Documents as listed below:
      a. Inspect concrete batching, mixing, and delivery operations.
      b. Inspect forms, foundation preparation, reinforcement, embedded items, reinforcement placement, and concrete placing, finishing, and curing operations.
      c. Sample concrete at point of placement and other locations as directed by Engineer and perform required tests.
      d. Review manufacturer's report for shipment of cement, reinforcement, and prestressing tendons, and conduct laboratory tests or spot checks of materials received for compliance with specifications.
      e. Other testing or inspection services as required by Architect/Engineer.
   2. Provide Owner's testing agency with requested documentation and access to perform testing and inspection activities.

## 1.8 AMBIENT CONDITIONS

A. Section 01 50 00 "Temporary Facilities and Controls:" Requirements for ambient condition control facilities for product storage and installation.

B. Cold-Weather Placement: Comply with ACI 301, ACI 306.1, and as follows:

1. Protect concrete Work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 degrees F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 degrees F, other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

C. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
1. Maintain concrete temperature at time of discharge not to exceed 95 degrees F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## PART 2 - PRODUCTS

### 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

### 2.2 CONCRETE MATERIALS

A. Concrete Source Limitations:
1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.

B. Concrete Components:
1. Cement:
   a. Comply with ASTM C150, Type I - Normal,Type IA - Air Entraining.
   b. Type: Portland.
2. Normal Weight Aggregates:
   a. Comply with ASTM C33 Uniform coarse aggregate or better, graded. Provide aggregates from a single source.
   b. Coarse Aggregate Maximum Size: 1-1/2 inches nominal.
3. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.
   a. Air-Entraining Admixture: ASTM C260.
   b. Water-Reducing Admixture: ASTM C494.
   c. Retarding Admixture: ASTM C494.
   d. Water-Reducing and -Retarding Admixture: ASTM C494.
   e. High-Range, Water-Reducing Admixture: ASTM C494.
   f. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494.
   g. Plasticizing and Retarding Admixture:
      1) Comply with ASTM C1017.
      2) Type I, plasticizing.

4. Water and Water Used to Make Ice: ASTM C94/C94M, potable or complying with ASTM C1602/C1602M, including all limits listed in Table 2 and the requirements of Paragraph 5.4.

## 2.3 FIBER REINFORCEMENT

A. Synthetic Macro-fiber: Synthetic macro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1 to 2-1/4 inches long.
   1. Manufacturers:
      a. ABC Polymer Industries.
      b. Euclid Chemical Company (The); an RPM company.
      c. GCP Applied Technologies Inc.
      d. Propex Operating Company, LLC.
      e. Sika Corporation.
   2. Substitutions: [As specified in Section 01 60 00 "Product Requirements"] [Not permitted].
   3. Furnish materials according to City of Midland standards.

## 2.4 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
   1. Manufacturers:
      a. BASF Corporation.
      b. Bon Tool Co.
      c. Brickform; a division of Solomon Colors.
      d. Dayton Superior.
      e. Euclid Chemical Company (The); an RPM company.
      f. Kaufman Products, Inc.
      g. Lambert Corporation.
      h. Laticrete International, Inc.
      i. Nox Crete products group.
      j. Sika Corporation.
      k. SpecChem, LLC.
      l. TK Products.
      m. Vexcon Chemicals Inc.
      n. W.R. Meadows, Inc.
   2. Substitutions: As specified in Section 01 60 00 "Product Requirements."

B. Concrete Curing Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd when dry.

C. Concrete Curing Reusable Moisture-Retaining Covers, ASTM C171:
   1. Burlap-polyethylene sheet.
      a. 10 oz. burlap laminated onto 5 mil white coated polyethylene.
      b. Reusable, natural burlap provides moisture absorption.
      c. Coated white poly reflects sunlight and intense heat rays.
      d. Quality lamination between the two fabrics.
      e. Size: 10-by-100-foot roll.
   2. Provide wet cure blankets comprised of a non-woven polypropylene fabric coated with a white-pigmented polyethylene, complying with ASTM C171; total thickness varies per manufacturer. Acceptable products are as follows
      a. HydraCure reusable, reflective wet cure blankets as manufactured by PNA Construction Technologies, thickness 40 mils.

b. Transguard 4000 as manufactured by Reef Industries, Inc., thickness 42 mils.
c. Conkure 80 as manufactured by Raven Industries, thickness 17 mils.

## 2.5 RELATED MATERIALS

A. Nonshrink Grout:
1. Manufacturers:
a. CGM, Incorporated.
b. Euclid Chemical Company (The); an RPM company.
c. Laticrete International, Inc.
d. QUIKRETE.
e. Sika Corporation.
2. Substitutions: As specified in Section 01 60 00 "Product Requirements."
B. Bonding Agent:
1. Manufacturers:
a. Euclid Chemical Company (The); an RPM company.
b. Metalcrete Industries.
c. QUIKRETE.
d. Sika Corporation.
e. W.R. Meadows, Inc.
2. Substitutions: As specified in Section 01 60 00 "Product Requirements."
3. Description: rovide epoxy resin base bonding systems complying with ASTM C881.

## 2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.
3. Silica Fume: 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass, and silica fume not exceeding 10 percent by mass.
5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass, and silica fume not exceeding 10 percent by mass.
C. Admixtures: Use in accordance with manufacturer's written instructions.
1. Use water-reducing, high-range water-reducing, or plasticizing admixture 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, concrete for parking structure slabs, and concrete with a w/cm below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
5. Use permeability-reducing admixture in concrete mixtures where indicated.
D. Color Pigment: Add color pigment to concrete mixture in accordance with manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

## 2.7 CONCRETE MIXTURES

A. Select proportions for normal weight concrete according to ACI 301, Method 1.
B. Select proportions for concrete ACI 318 trial mixtures or field test data or both.
C. Performance and Design Criteria:
    1. Compressive Strength: 3,000 psi at 28 days.
    2. Cement Type: ASTM C150.
    3. Minimum Cement Content: 470 lb./cu. yd.
    4. Aggregate Type: Normal weight.
    5. Coarse Aggregate: 25-30 percent by volume.
    6. Fine Aggregate: 35-45 percent by volume.
    7. Maximum Water-Cementitious Materials Ratio: 45:1 by weight.
    8. Aggregate Size:
        a. Maximum: 1-1/2-inch.
        b. Minimum: 3/8-inch.
    9. Air Content: 37 percent, plus or minus 1.5 percent.
    10. Admixture Type(s): As required based on enviromental conditions at time of placement.
    11. Maximum Fly Ash or Pozzolan Content: 25 percent of cementitious materials by weight.
    12. Maximum Silica Fume Content: 10 percent of cementitious materials by weight.
    13. Maximum Slag Content: 50 percent of cementitious materials by weight.
    14. Slump: 3-5 inches, plus or minus 1 inch.
D. Average Compressive Strength Reduction: Permitted according to ACI 318.
E. Ready-Mixed Concrete: Mix and deliver concrete according to ASTM C94.
F. Site-Mixed Concrete: Mix concrete according to ACI 318.
G. Mass Concrete: Comply with requirements of ACI 301 Section 8 - Mass Concrete.
H. High Early Concrete Mix Proportions: Provide high early concrete as a preblended, prepackaged material requiring only the addition of water and stone aggregate.

## 2.8 CONCRETE MIXING

A. Ready-Mix Concrete: Comply with requirements of ASTM C94/C94M, and as herein specified. Delete references for allowing additional water to be added to batch for material with insufficient slump. Addition of water to the batch will not be permitted.
    1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94/C94M may be required. When air temperature is between 85 degrees F and 90 degrees F, reduce mixing and delivery time from 90 minutes to 75 minutes, and when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.
    2. During cold weather, concrete shall not be mixed while the temperature is below 40 degrees without the permission of the Construction Manager. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature between 50 degrees F and 80 degrees F.
    3. Retempering of concrete by adding water or any other material is not permitted.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Verification of Conditions:
   1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
   2. Do not proceed until unsatisfactory conditions have been corrected.
B. Verify requirements for concrete cover over reinforcement.
C. Verify that anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

### 3.2 PREPARATION

A. Previously Placed Concrete:
   1. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.
   2. Remove laitance, coatings, and unsound materials.
B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with nonshrink grout.
C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
D. Remove water from areas receiving concrete before concrete is placed.
E. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
   1. Daily access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project Site during Site curing period for test samples.
   4. Security and protection for test samples and for testing and inspection equipment at Project Site.

### 3.3 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
   1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
   2. Face laps away from exposed direction of concrete pour.
   3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
   4. Lap joints 6 inches and seal with manufacturer's recommended tape.
   5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
   6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
   7. Protect vapor retarder during placement of reinforcement and concrete.
      a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.

B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder in accordance with manufacturer's written instructions.

## 3.4 INSTALLATION

A. Placing Concrete:
   1. Place concrete according to ACI 301and 318.
   2. Notify testing laboratory Engineer, Construction Manager, minimum 24 hours prior to commencement of operations.
   3. Ensure that reinforcement, inserts, embedded parts, formed expansion and contraction joints, and forms are not disturbed during concrete placement.
   4. Deposit concrete at final position, preventing segregation of mix.
   5. Place concrete in continuous operation for each panel or section as determined by predetermined joints.
   6. Consolidate concrete.
   7. Maintain records of concrete placement, including date, location, quantity, air temperature, and test samples taken.
   8. Place concrete continuously between predetermined expansion, control, and construction joints.
   9. Do not interrupt successive placement and do not permit cold joints to occur.
   10. Place floor slabs in indicated saw-cut pattern.
   11. Saw-Cut Joints:
      a. Saw-cut joints within 12 hours after placing.
      b. Use 3/16-inch thick blade.
      c. Cut into 1/4 depth of slab thickness.
   12. Screeding:
      a. Screed slabs on grade level.
      b. Surface Flatness:
         1) Maximum 1/4-inch in 10 feet.

B. Concrete Finishing:
   1. Provide formed concrete surfaces to be left exposed with smooth-rubbed finish .
   2. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
      a. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
      b. Coordinate required final finish with Architect/Engineer before application.
   3. Slip-Resistive Finish: Before final floating, apply slip-resistive [aggregate] [aluminum granule] finish to concrete stair treads, platforms, ramps as indicated on Drawings

C. Curing and Protection:
   1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   2. Protect concrete footings from freezing for minimum of **five** days.
   3. Maintain concrete with minimal moisture loss at relatively constant temperature for period as necessary for hydration of cement and hardening of concrete.
   4. Cure concrete according to ACI 308.1 using adsorptive mat method.

## 3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.

C. Inspection and Testing: Performed by Owner's testing laboratory according to ACI 318.
D. Provide unrestricted access to Work and cooperate with appointed testing [and inspection] firm.
E. Submit proposed mix design [of each class of concrete] to [inspection and] testing firm for review prior to commencement of Work.
F. Concrete Inspections:
    1. Continuous Placement Inspection: Inspect for proper installation procedures.
    2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
G. Strength Test Samples:
    1. Sampling Procedures: Comply with ASTM C172.
    2. Cylinder Molding and Curing Procedures:
        a. Comply with ASTM C31/C31M).
        b. Cylinder Specimens: Standard cured.
    3. Sample concrete and make one set of three cylinders for every 75 cu. yd. or less of each class of concrete placed each day, and for every 5,000 sq. ft. of surface area for slabs and walls.
    4. If volume of concrete for a class of concrete would provide less than five sets of cylinders, take samples from five randomly selected batches, or from every batch if less than five batches are used.
    5. Make one additional cylinder during cold weather concreting and field cure.
H. Concrete Maturity Testing Using Sensors:
    1. Non-destructive Test: Gather information from wireless embedded sensors recording temperature and strength.
    2. Data is logged and/or retrieved by external device in real-time.
    3. Comply with sensor manufacturer's written instructions and ASTM C1074, CSA A23.1/A23.2, ACI 318, ACI 228.1R, and ACI 306R.
I. Field Testing:
    1. Slump Test Method: Comply with ASTM C143/C143M.
    2. Air Content Test Method: Comply with ASTM C231.
    3. Temperature Test Method: Comply with ASTM C1064.
    4. Compressive Strength Concrete:
        a. Measure slump and temperature for each sample.
        b. Measure air content in air-entrained concrete for each sample.
J. Cylinder Compressive Strength Testing:
    1. Test Method: Comply with ASTM C39/C39M.
    2. Test Acceptance: According to ACI 318.
    3. Test one cylinder at seven days.
    4. Test one cylinder at 28 days.
    5. Retain one cylinderfor testing when requested by Engineer.
    6. Dispose of remaining cylinders if testing is not required.
K. Core Compressive Strength Testing:
    1. Sampling and Testing Procedures: Comply with ASTM C42/C42M.
    2. Test Acceptance: According to ACI 318.
L. Patching:
    1. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
    2. Honeycombing or Embedded Debris in Concrete:
        a. Not acceptable.
        b. Notify Engineer upon discovery.
    3. Patch imperfections as directed by Engineer according to ACI 301.
M. Defective Concrete:

1. Description: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.
2. Repair or replacement of defective concrete will be determined by Engineer.
3. Do not patch, fill, touch up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

# DIVISION 31

# EARTHWORK

# SECTION 31 10 00 - SITE CLEARING

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing surface debris.
   2. Removing designated paving, curbs.
   3. Removing designated trees, shrubs, and other plant life.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 16.13 "Trenching."

1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.

1.3 QUALITY ASSURANCE

A. Conform to applicableFederal, State and Local code for disposal of debris.
B. Perform Work in accordance with City of Midland's standard**.**

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements:" Verification of existing conditions before starting work.
B. Verify existing plant life designated to remain is tagged or identified.
C. Identify waste area for placing removed materials.

3.2 PREPARATION

A. Call Local Utility Line Information service as provided in construction plansnot less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

Ensure items to remain are scheduled or indicated on Drawings.

A. Locate, identify, and protect from damage utilities indicated to remain.

When protection to existing plant life is required to be more extensive than described in the following paragraph, develop separate section for specific Project conditions.

B. Protect trees, plant growth, and features designated to remain.
C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

A. Clear areas required for access to site and execution of Work to minimum depth of 12 inches.
B. Remove trees and shrubs as required within easement area. Remove stumps and root system to depth of 12 inches.

3.5 REMOVAL

A. Remove debris, rock, and extracted plant life from site.
B. Partially remove paving, curbs, and, other improvements as indicated on Drawings. Neatly saw cut edges at right angle to surface.
C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
D. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

A. Do not remove topsoil from site.

END OF SECTION

# SECTION 31 23 16.13 - TRENCHING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Excavating trenches for utilities.
   2. Compacted fill from top of utility bedding to match finished grade elevations as shown on plans.
   3. Backfilling and compaction.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-In-Place Concrete:" Concrete materials.

### 1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg Rammer and a 457-mm Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort12,400 ft-lbf/ft3.
   2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort 56,000 ft-lbf/ft3.
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

### 1.3 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

### 1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.

B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

### 1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the City of Midland Standards and Specifications.

1.6 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.7 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Coordination and project conditions.
B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.
C. Coordinate existing utility crossings with utility owners. Ensure crossings meet Owner's crossing requirements.

**PART 2 - PRODUCTS**

2.1 FILL MATERIALS

A. Fill materials shall meet requirements as indicated on Drawings.

**PART 3 - EXECUTION**

3.1 LINES AND GRADES

A. Lay pipes to lines and grades indicated on Drawings.
   1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

A. Call Local Utility Line Information service at numbers provided in Drawings not less than minimum notification days required by State law.
   1. Request underground utilities to be located and marked within and surrounding construction areas.
B. Identify required lines, levels, contours, and datum locations.
C. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
D. Maintain and protect above and below grade utilities indicated to remain.
E. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.3 TRENCHING

A. Top soil shall be removed prior to trenching activities. Top soil shall be kept separate from subsoil for replacement during backfilling operations.
B. Excavate subsoil required for utilities to grades provided in construction plans.
C. Remove lumped subsoil, boulders, and rock up to 2 inches in diameter from trench backfill.
D. Perform excavation within 36 inches of existing utility in accordance with utility's company's crossing requirements.

E. Do not advance open trench ahead of installed pipe by more than can be backfilled at the end of each day.
F. Cut trenches to width indicated on Drawings. Remove water or materials that interfere with Work.
G. Excavate bottom of trenches 6 inches deeper than outside of pipe.
H. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe.
I. Provide trench protection in accordance with 31 41 11. Sealed trench protection plan requirements take precedence.
J. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.
K. Cut out soft areas of subgrade not capable of compaction in place. Backfill with crushed stone and compact to density equal to or greater than requirements for subsequent backfill material.
L. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
M. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by Engineer.
N. Remove excess subsoil not intended for reuse, from site.

## 3.4 SHEETING AND SHORING

A. Provide sheeting and shoring as directed in the trench protection plan see 31 41 11.
B. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
C. Support trenches excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
E. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

## 3.5 BACKFILLING

A. Backfill trenches to contours and elevations with unfrozen fill materials.
B. Place material in continuous layers per the requirements indicated in Drawings.
C. Employ placement method that does not disturb or damage existing, utilities in trench, and surrounding improvements.
D. Maintain optimum moisture content of fill materials to attain required compaction density.
E. Do not leave more than 25 feet of trench open at end of working day.
F. Protect open trench to prevent danger to Owner, the public, and livestock.

## 3.6 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Tolerances.
B. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.
C. Shape backfill to prevent ponding of water.

## 3.7 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements," 01 70 00 "Execution and Closeout Requirements:" Field inspecting, testing, adjusting, and balancing.

B. Perform laboratory material tests in accordance with ASTM D1557. ASTM D698, based on specified compaction method.
C. Perform in place compaction tests in accordance with the following:
   1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
   2. Moisture Tests: ASTM D3017.
D. When tests indicate Work does not meet specified requirements, replace, compact, and retest.
E. Frequency of Tests: One test for every lift every 2300 linear feet of fill, or as specified by the Engineer.

## 3.8 PROTECTION OF FINISHED WORK

A. Section 01 70 00 "Execution and Closeout Requirements:" Protecting finished work.
B. Reshape and re-compact fills subjected to vehicular traffic during construction.

## 3.9 SCHEDULE

A. Pressure and gravity Piping:
   1. Bedding: As indicated in Drawings.
   2. Trench Backfill: As indicated in Drawings. Uniformly compact all areas under pavement or within City of Midland ROW to minimum 95 percent Modified Density per ASTM D1557. Uniformly compact all other areas to minimum 95 percent Standard Density per ASTM D698.

END OF SECTION

# SECTION 31 41 10 - TRENCH SAFETY SYSTEMS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Trench safety systems for trench excavations greater than five feet deep. All Work performed under this Section shall also comply with OSHA Part 1926, Subpart P, and all state and local codes.
   2. Contractor shall be responsible for complying with requirements of Specifications, Drawings, and all applicable codes. Contractor shall immediately notify Engineer of any unforeseen field conditions which might affect integrity of trench safety system.
   3. Alternative methods of trench safety may be submitted for Engineer approval; however, alternative methods will not be reviewed or approved prior to Bid opening.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

### 1.2 SUBMITTALS

A. Provide trench safety plan signed and sealed by an Engineer licensed in the State of Texas.

B. Provide detail drawings for proposed trench safety systems. Clearly identify where each system is proposed for use and type of system to be used.

C. Trench Boxes: Submit manufacturer standard data sheet and Certificate of Compliance signed by a registered engineer stating maximum allowable depth for given design pressure for each type of trench box proposed for use.

D. Alternative Systems: If alternative systems composed of steel, aluminum, wood, or combination of materials are proposed, submit design calculations signed by registered engineer showing all member properties, design strengths, and any stress increases used with justification for use.

E. Trench excavations cannot be started until trench safety systems have been submitted and approved by Engineer as specified.

### 1.3 QUALITY ASSURANCE

A. Trench safety systems shall be designed based on actual field conditions. Contractor shall review and determine field conditions for Project.

B. Work shall be performed by forces having at least two years' experience with similar types of trench safety systems. All prefabricated items used in trench safety systems shall be manufactured by a company with at least two years' experience in fabricating items.

C. Contractor shall be responsible for complying with all trench safety requirements and for safety of trenches and excavations.

## PART 2 - PRODUCTS

2.1 GENERAL

A. Provide suitable materials capable of withstanding imposed loads without excessive deflections. Materials shall be clean, free of rust, holes, knots, and other defects.
B. Steel shall be of type and thickness as required by design and with minimum yield stress of $F_y$ = 36,000 psi.
C. Aluminum Type 6061-T6, thickness as required by design.
D. Wood in contact with earth to be pressure-treated soft woods or untreated hardwoods.
E. Wood not in contact with earth to be soft or hardwood as required by design.

## PART 3 - EXECUTION

3.1 JOB CONDITIONS

A. Prior to starting trench excavations, Contractor shall examine all site conditions and note any conditions in existing pavements, structures, and other items which may be adversely affected by trenching operations. Prepare a written list of all such conditions and submit list to Engineer. During trenching operations, note any changes which occur to existing pavements or structures and submit written report to Engineer of all such changes.

3.2 EXISTING UTILITIES

A. Prior to starting trench excavations, chart and field locate all existing utilities. Notify Owners of all utilities of Work to be performed. Protect all existing utilities from damage. Provide additional support for utility lines which cannot span trench width. Do not interrupt existing services without written approval by Engineer and utility owner.

3.3 TRENCHING PROCEDURES

A. Provide shoring systems in accordance with the submitted design to adequately resist earth pressures indicated on the drawings.
B. Proceed with Work in an orderly fashion. Install trench bracing systems as soon as possible after opening trenches. Do not allow workers in trench prior to installing trench bracing systems.
C. Backfill trenches as soon as possible after completion of Work.
D. Stockpile excavated materials at three feet away from edge of trench.
E. Maintain barricades and signage as required by state and local codes to protect open excavations.

F. Do not allow surface water to enter excavations. Properly grade areas adjacent to trench excavations to control surface drainage away from excavations. Excavations which must remain open during periods of rainfall shall be covered with suitable material to prevent accumulations of water in excavation.

G. If cut back method is employed, maintain a clear distance of three feet from edge of cut to avoid allowing loose material to enter trench.

H. Do not operate heavy equipment except for trench digging equipment within 20 feet of edge of excavation.

END OF SECTION

# SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes temporary excavation support and protection systems.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

### 1.2 ACTION SUBMITTALS

A. Delegated-Design Submittal: For excavation support and protection systems, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

### 1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:
   1. Professional Engineer: Experience with providing delegated-design engineering services of the type indicated, including documentation that Engineer is licensed in the state in which Project is located.
B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified Professional Engineer responsible for their preparation.
C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

### 1.4 CLOSEOUT SUBMITTALS

A. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

### 1.5 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility-serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
   1. Notify Engineer no fewer than two weeks in advance of proposed interruption of utility.
   2. Do not proceed with interruption of utility without Engineer written permission.
B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks, and record existing elevations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design excavation support and protection systems to resist all lateral loading and surcharge, including but not limited to, retained soil, groundwater pressure, adjacent building loads, adjacent traffic loads, construction traffic loads, material stockpile loads, and seismic loads, based on the following:
   1. Compliance with OSHA Standards and interpretations, 29 CFR 1926, Subpart P.
   2. Compliance with AASHTO Standard Specification for Highway Bridges or AASHTO LRFD Bridge Design Specification, Customary U.S. Units.
   3. Compliance with requirements of authorities having jurisdiction.
   4. Compliance with utility company requirements.
   5. Compliance with railroad requirements.

### 2.2 MATERIALS

A. Provide materials that are either new or in serviceable condition.
B. Structural Steel: ASTM A 36, ASTM A 690, or ASTM A 992.
C. Steel Sheet Piling: ASTM A 328, ASTM A 572, or ASTM A 690; with continuous interlocks.
   1. Corners: Roll-formed corner shape with continuous interlock.

## PART 3 - EXECUTION

### 3.1 INSTALLATION - GENERAL

A. Locate excavation support and protection systems clear of permanent construction, so that construction and finishing of other work is not impeded.
B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
   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 authorities having jurisdiction.
C. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.

### 3.2 MAINTENANCE

A. Monitor and maintain excavation support and protection system.
B. Prevent surface water from entering excavations by grading, dikes, or other means.
C. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

## 3.3 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks as needed during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open.
   1. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions.
   2. Promptly notify Engineer if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

## 3.4 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures.
   1. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

END OF SECTION

# DIVISION 32

# EXTERIOR IMPROVEMENTS

# SECTION 32 91 13 - SOIL PREPARATION

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Preparation of subsoil.
   2. Placing topsoil.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 92 19 "Seeding."

1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with Midland County Soil and Water Conservation District standards.

1.4 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate with installation of underground sprinkler system piping and watering heads.

## PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Topsoil: Excavated from site keep separate from subsoil, debris, and refuse.

## PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements:" Verification of existing conditions before starting work.
B. Verify prepared soil base is ready to receive the Work of this section.

3.2 PREPARATION OF SUBSOIL

A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
C. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

3.3 PLACING TOPSOIL

A. Spread topsoil to original depth over area to be seeded. Rake until smooth.
B. Place topsoil during dry weather and on dry unfrozen subgrade.
C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
E. Install edging at periphery of seeded areas in straight lines to consistent depth.

END OF SECTION

# SECTION 32 92 19 - SEEDING

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Seeding.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM International:
   1. ASTM C602 - Standard Specification for Agricultural Liming Materials.
   2. University of Texas Lands Rangeland Seed Mixtures by County.

1.3 DEFINITIONS

A. Weeds: Vegetative species other than specified species to be established in given area.

1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit data for seed mix.

1.5 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.

1.6 QUALITY ASSURANCE

A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

1.7 QUALIFICATIONS

A. Seed Supplier: Company specializing in manufacturing Products specified in this Section.
B. Installer: Company specializing in performing Work of this Section.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Product storage and handling requirements.
B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

## PART 2 - PRODUCTS

2.1 SEED MIXTURE

A. Suppliers:
1. Midland, Martin or Andrews County Soil and Water Conservation Districts.
B. Substitutions: Section 01 60 00 "Product Requirements."
C. Description:

| | |
|---|---|
| Sideoats Grama | 1.1* |
| Blue Grama | 0.4 |
| Plains Bristlegrass | 0.4 |
| Sand Dropseed | 0.3 |
| Green Sprangletop | 1.7 |
| Total | 4.3 |

*Pounds Pure Live Seed/Acre (PLS)

## PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements:" Verification of existing conditions before starting work.
B. Verify prepared soil base is ready to receive the Work of this section.

3.2 SEEDING

A. Apply seed at rates listed under Part 2 Products.
B. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
C. Roll seeded area with roller not exceeding 112 lbs/linear foot.
D. Apply mulch to thickness of 1/8-inch. Maintain clear of shrubs and trees.
E. Apply water with fine spray immediately after each area has been planted. Saturate to 4 inches of soil. Provide minimum of three waterings, each separated by one week.

END OF SECTION

# DIVISION 33

# UTILITIES

# SECTION 33 01 30.11 - TELEVISION INSPECTION OF SEWERS

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipeline flushing and cleaning.
   2. Television inspection of sewer pipelines.
   3. Audio-video recording of pipeline interior.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 50 00 "Temporary Facilities and Controls:" Safety requirements when bypassing sewage flow.
   3. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

1.2 DEFINITIONS

A. DVD: An optical disc storage format, offering higher storage capacity than compact discs (CDs) while having the same dimensions.

1.3 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with City of Midland Water Utilities.

1.4 SCHEDULING

A. Section 01 32 16 "Construction Progress Schedule:" Requirements for scheduling.
B. Furnish Work schedule for periods of time before sewer piping section has been placed in service.

1.5 SEQUENCING

A. Section 01 10 00 "Summary:" Requirements for sequencing.
B. Sequence Work in following order:
   1. Following substantial completion but before sewer has been placed in service.

1.6 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. DVDs:
   1. Submit 3 copies of completed narrated color DVDs identified by Project name, street name, right-of-way property name, and manhole numbers.
   2. DVDs become property of Owner.
C. Inspection Logs:
   1. Submit cleaning and television inspection logs for each section of sewer line to be rehabilitated.
   2. Include following minimum information:

a. Stationing and location of lateral services, wyes, or tees.
b. Date and clock time references.
c. Pipe joints.
d. Infiltration/inflow defects.
e. Cracks.
f. Leaks.
g. Offset joints.

D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.7 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

**PART 2 - PRODUCTS**

2.1 DVDs

A. Description: Digital video formatted discs.
B. Audio track containing simultaneously recorded narrative commentary and evaluations of videographer, describing in detail condition of pipeline interior.

**PART 3 - EXECUTION**

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for application examination.
B. Verify location of sewer pipelines to be inspected.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for application preparation.
B. Flush and clean pipeline to remove sludge, dirt, sand, stone, grease, and other materials to ensure clear view of interior conditions. Ensure that the proper amount of water is placed in the sewer line so that water flows through entire section of pipe.
C. Debris:
1. Intercept flushed debris at next downstream manhole using weir or screening device.
2. Remove and dispose of debris off Site.

3.3 APPLICATION

A. Closed-Circuit Television (CCTV) Camera System:
1. Use cameras specifically designed and constructed for closed-circuit sewer line inspection.
2. Use camera equipment with pan-and-tilt capability to view each lateral connection at multiple angles.

3. Use camera capable of moving both upstream and downstream with minimum 1,000 feet horizontal distance within one setup and using direct-reading cable position meter.

## 3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Pipeline Inspection:
   1. Audio-video record sections of sewer pipeline between designated manholes.
   2. Identify and record locations of flat grades, dips, deflected joints, open joints, broken pipe, protrusions into pipeline, and points of infiltration.
   3. Locate and record service connections.
   4. Record locations of pipeline defects, connection horizontal distance in feet, and direction from manholes.
   5. Video-record with pipe section plugged to view 100 percent of pipe ID.

END OF SECTION

# SECTION 33 05 05.36 - VACUUM TESTING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes: Vacuum testing of manholes.
B. Related Requirements:
   1. Section 33 05 76 "Fiberglass Manholes:" Requirements for sewage and stormwater manholes.
   2. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

### 1.2 REFERENCE STANDARDS

A. ASTM International:
   1. ASTM C1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill.

### 1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit following items prior to start of testing:
   1. Testing procedures.
   2. List of test equipment.
   3. Testing sequence schedule.
   4. Provisions for disposal of flushing and test water.
   5. Certification of test gage calibration.
C. Test and Evaluation Reports: Indicate results of manhole tests.
D. Qualifications Statement:
   1. Submit qualifications for applicator.

### 1.4 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

### 1.5 QUALIFICATIONS

A. Applicator: Company specializing in performing Work of this Section with minimum three years' experience.

## PART 2 - PRODUCTS

### 2.1 VACUUM TESTING

A. Equipment:
   1. Vacuum pump.
   2. Vacuum line.
   3. Vacuum Tester Base:

a. Compression band seal.
b. Outlet port.
4. Shutoff valve.
5. Stopwatch.
6. Plugs.
7. Vacuum Gage: Calibrated to 0.1 in. Hg.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that manholes are ready for testing.
C. Verify that manholes are backfilled.

### 3.2 FIELD QUALITY CONTROL

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
B. Manhole Testing:
1. Repair both outside and inside of joint to ensure permanent seal.
2. Test manholes with manhole frame set in place.
3. Vacuum Testing:
a. Comply with ASTM C1244.
b. Plug pipe openings; securely brace plugs and pipe.
c. Inflate compression band to create seal between vacuum base and structure.
d. Connect vacuum pump to outlet port with valve open, then draw vacuum to 10 in. Hg.
e. Close valve.
f. Manhole Test Duration in Seconds:
1) Manhole Diameter of 4 Feet: 60.
2) Manhole Diameter of 5 Feet: 75.
3) Manhole Diameter of 6 Feet: 90.
g. Record vacuum drop during test period.
h. If vacuum drop is greater than 1 in. Hg during testing period, repair and retest manhole.
i. If vacuum drop of 1-inch Hg does not occur during test period, manhole is acceptable; discontinue testing.
j. If vacuum test fails to meet 1-inch Hg drop in specified time after repair, repair and retest manhole.
4. If unsatisfactory testing results are achieved, repair manhole and retest until result meets criteria.
5. Repair visible leaks regardless of quantity of leakage.

END OF SECTION

# SECTION 33 05 05.41 - AIR TESTING

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Low-pressure air testing of gravity sewer piping.
B. Related Requirements:
   1. Division 01 Specification Sections
   2. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit following items prior to start of testing:
   1. Testing procedures.
   2. List of test equipment.
   3. Testing sequence schedule.
   4. Provisions for disposal of flushing and test water.
   5. Certification of test gage calibration.
C. Test and Evaluation Reports: Indicate results of piping tests.
D. Qualifications Statement:
   1. Submit qualifications for applicator.

1.3 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.4 QUALIFICATIONS

A. Applicator: Company specializing in performing Work of this Section with minimum three years' experience.

## PART 2 - PRODUCTS

2.1 AIR TESTING

A. Equipment:
   1. Air compressor.
   2. Air supply line.
   3. Shutoff valves.
   4. Pressure regulator.
   5. Pressure relief valve.
   6. Stopwatch.
   7. Plugs.
   8. Pressure Gauge: Calibrated to 0.1 psi.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that piping is ready for testing.
C. Verify that trenches are backfilled.

### 3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for preparation.
B. Lamping:
   1. Lamp gravity piping after flushing and cleaning.
   2. Perform lamping operation by shining light at one end of each pipe section between manholes.
   3. Observe light at other end.
   4. Pipe not installed with uniform line and grade will be rejected.
   5. Remove and reinstall rejected pipe sections.
   6. Clean and lamp until pipe section is installed to uniform line and grade.
C. Plugs:
   1. Plug outlets, wye branches, and laterals.
   2. Brace plugs to resist test pressures.

### 3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Low-Pressure Air Testing:
   1. Test each reach of gravity sewer piping between manholes.
   2. Introduce air pressure slowly to approximately 4 psig.
   3. Determine ground water elevation above spring line of piping.
   4. For every foot of ground water above spring line of piping, increase starting air test pressure by 0.43 psi.
   5. Do not increase pressure above 10 psig.
   6. Allow pressure to stabilize for at least five minutes.
   7. Adjust pressure to 3.5 psig or to increased test pressure as determined above when ground water is present.
   8. Do not make allowance for laterals.
   9. Minimum Testing Duration in Minutes Per 100 Feet:
      a. Pipe Size 12 Inches: 1.8.
   10. Record drop in pressure during testing period.
   11. If air pressure drops more than 1.0 psi during testing period, piping has failed.
   12. If 1.0-psi air pressure drop has not occurred during testing period, piping is acceptable; discontinue testing.
   13. If piping fails, test reach of piping in incremental stages until leaks are isolated, repair leaks, and retest entire reach between manholes.
   14. If unsatisfactory testing results are achieved, make necessary repairs and retest until result meets criteria.

15. Repair visible leaks regardless of quantity of leakage.

END OF SECTION

# SECTION 33 05 05.43 - MANDREL TESTING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes: Deflection testing of plastic sewer piping.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 01 30.79 "Fold-and-Form Pipe Lining:" Relining of sanitary sewer piping and associated preparatory Work.
   3. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Pipe materials, manholes, and accessories normally encountered with gravity sewerage piping.

### 1.2 REFERENCE STANDARDS

A. ASTM International:
   1. ASTM D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.

### 1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit following items prior to start of testing:
   1. Testing procedures.
   2. List of test equipment.
   3. Testing sequence schedule.
   4. Provisions for disposal of flushing and test water.
   5. Certification of test gage calibration.
   6. Deflection mandrel drawings and calculations.
C. Test and Evaluation Reports: Indicate results of piping tests.

## PART 2 - PRODUCTS

### 2.1 DEFLECTION TESTING

A. Equipment:
   1. "Go, no go" mandrel.
   2. Pull/retrieval ropes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that piping is ready for testing.
C. Verify that trenches are backfilled.

## 3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for preparation.
B. Lamping:
   1. Lamp gravity piping after flushing and cleaning.
   2. Perform lamping operation by shining light at one end of each pipe section between manholes.
   3. Observe light at other end.
   4. Pipe not installed with uniform line and grade will be rejected.
   5. Remove and reinstall rejected pipe sections.
   6. Clean and lamp until pipe section is installed to uniform line and grade.
C. Plugs:
   1. Plug outlets, wye branches, and laterals.
   2. Brace plugs to resist test pressures.

## 3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for testing, adjusting, and balancing.
C. Deflection Testing of Plastic Sewer Piping:
   1. Perform vertical ring deflection testing on PVC and ABS sewer piping after backfilling has been in place for at least 30 days, but not longer than 12 months.
   2. Allowable maximum deflection for installed plastic sewer pipe is no greater than five percent of original vertical internal diameter.
   3. Perform deflection testing using "go, no go" mandrel.
   4. Mandrel Diameter:
      a. Not less than 95 percent of base or average ID of pipe.
      b. Pipe Diameter: Comply with ASTM D2122.
   5. Perform testing without mechanical pulling devices.
   6. Locate, excavate, replace, and retest piping that exceeds allowable deflection.

END OF SECTION

## SECTION 33 05 07 - TRENCHLESS INSTALLATION OF UTILITY PIPING

### PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Casing and jacking pipe.
2. Steel tunnel liner.
3. Carrier pipe.
4. Excavation for approach trenches and pits.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Piping and carrier pipe requirements.

1.2 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
1. AASHTO HB-17 - Standard Specifications for Highway Bridges.
2. AASHTO M133 - Standard Specification for Preservatives and Pressure Treatment Processes for Timber.
3. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. American Railway Engineering and Maintenance-of-Way Association:
1. AREMA - Manual for Railway Engineering.

C. American Welding Society:
1. AWS D1.1/ (D1.1M - Structural Welding Code Ó Steel).

D. ASTM International:
1. ASTM A36/A (36M - Standard Specification for Carbon Structural Steel).
2. ASTM A53/ (A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless).
3. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
4. ASTM A449 - Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use.
5. ASTM A1011/ (A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength).
6. ASTM C33/ (C33M - Standard Specification for Concrete Aggregates).
7. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
8. ASTM C76M - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric).
9. ASTM C150/ (C150M - Standard Specification for Portland Cement).
10. ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe.
11. ASTM C361M - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe (Metric).
12. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.

13. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
14. ASTM C443M - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets (Metric).
15. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft3 (600 kN-m/m3).
16. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3).
17. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

E. National Utility Contractors Association:
1. NUCA - Guide to Pipe Jacking and Microtunneling Design.

## 1.3 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with of City of Midland and utilities within construction area.

## 1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Submit emergency response procedures to handle situations when conduit is compromised and jeopardizes safety or integrity of installation.
C. Submit written report results of visual check of entire length of casing prior to installation of carrier to verify that there are no voids or defective joints.
D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
E. Qualifications Statements:
1. Submit qualifications for installer and licensed professional.
2. Welders: Qualify procedures and personnel according to AWS D1.1/D1.1M.

## 1.5 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record actual locations of casing or tunnel liner, carrier pipe, and invert elevations.
C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

## 1.6 QUALITY ASSURANCE

A. Perform Work according to AREMA, NUCA, and ]guidelines.
B. Obtain occupancy permit when boring, jacking, or tunneling under or within rights-of-way of state and municipal highways and railroads.
C. Perform Work according to City of Midland standards.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.

B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Handling: Support casing and carrier pipes with nylon slings during handling.
D. Storage:
   1. Store products according to manufacturer instructions.
   2. Use wooden shipping braces between layers of stacked pipe.
   3. Stack piping lengths no more than three layers high.
   4. Store field joint materials in original shipping containers.
E. Protection:
   1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
   2. Provide temporary end caps and closures on piping and fittings and maintain in place until installation.
   3. Protect piping system pieces from entry of foreign materials and water by installing temporary covers, completing sections of Work, and isolating parts of completed system.
   4. Provide additional protection according to manufacturer instructions.

1.8 AMBIENT CONDITIONS

A. Section 01 50 00 "Temporary Facilities and Controls:" Requirements for ambient condition control facilities for product storage and installation.
B. Storage Temperature: Maintain 60 to 85 degrees F.

1.9 EXISTING CONDITIONS

A. Field Measurements:
   1. Verify field measurements prior to fabrication.
   2. Indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

2.1 MATERIALS

Select bedding and cover material type based on Project conditions. If more than one type is required, edit following Paragraph. Consider using material "Type" coding from Section 31 05 16 in this Section for uniformity of reference.

A. Soil Backfill for Trench Approaches and Pits to Finish Grade:
   1. Subsoil with no rocks 6 inches in diameter or greater, frozen earth, or foreign matter.

## PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that connection to piping system, sizes, locations, and invert elevations are as indicated on Drawings.

## 3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation preparation.
B. Identify required lines, levels, contours, and datum locations.
C. Existing Utilities:
    1. Locate and identify utilities indicated to remain and protect from damage.
    2. Notify utility Owners to coordinate crossings.
    3. Maintain minimum separation distances required by affected utility companies and as indicated on Drawings.
D. Maintain access to existing facilities and other active installations requiring access.

## 3.3 INSTALLATION

A. Dewatering:
    1. As specified in Section 31 23 16.13 "Trenching."
    2. Intercept and divert surface drainage precipitation and ground water away from excavation through use of dikes, curb walls, ditches, pipes, sumps, or other methods.
    3. Develop substantially dry subgrade for subsequent operations.
    4. Comply with requirements of local and state authorities for dewatering to any watercourse, prevention of stream degradation, and erosion and sediment control.
B. Pits Trenches:
    1. Excavate approach trenches or pits according to installation plan, and as Site conditions require.
    2. Ensure that tunnel entrance faces as near perpendicular in alignment as conditions permit.
    3. Establish vertical entrance face at least 1 foot above top of utility.
    4. Install excavation supports as specified in Section 31 23 16.13 "Trenching."

## 3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Requirements for tolerances.
B. Excavation: Do not overcut excavation by more than 1-inch greater than OD of pipe.
C. Pipe Vertical and Horizontal Alignment: Plus or minus 0.01 percent prior to installation of carrier pipe.
D. Pipe Bells: Minimum 1/2-inch clearance to casing.

## 3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Compaction Testing:
    1. Comply with ASTM D1557and ASTM D698.
    2. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest.
    3. Testing Frequency: One per bore pit.

## 3.6 CLEANING

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for cleaning.

3.7 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for protecting finished Work.
B. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

END OF SECTION

# SECTION 33 05 76 - FIBERGLASS MANHOLES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Fiberglass manholes.
   2. Bedding and cover materials.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 05 05.36 "Vacuum Testing:" Testing requirements for manholes.

### 1.2 DEFINITIONS

A. Bedding: Specialized material placed under manhole prior to installation and subsequent backfill operations.

B. FRP: Fiberglass-reinforced plastic.

### 1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Section 01 20 00 "Price and Payment Procedures: Contract Sum/Price modification procedures.

B. Fiberglass Manhole:
   1. Basis of Measurement: By each, based on total vertical foot depth of manhole.
   2. Basis of Payment: Includes excavation, bedding, manhole, backfill, concrete, anchor, grade rings, cover frame adjustment, cover frame and cover, to indicated depth, and forming and sealing pipe of inlets and outlets.

### 1.4 REFERENCE STANDARDS

A. American Association of State Highway Transportation Officials:
   1. AASHTO HB-17 - Standard Specifications for Highway Bridges.
   2. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
   3. AASHTO M306 - Standard Specification for Drainage, Sewer, Utility, and Related Castings.

B. ASTM International:
   1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
   2. ASTM A536 - Standard Specification for Ductile Iron Castings.
   3. ASTM C581: Practice for Determining Chemical Resistance of Chemical Thermosetting Resins Used in Glass-Fiber Reinforced Structures Intended for Liquid Service.
   4. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
   5. ASTM D2563 - Standard Practice for Classifying Visual Defects in Glass-Reinforced Plastic Laminate Parts.
   6. ASTM D3753: Standard Specification for Glass-Fiber Reinforced Polyester Manholes and Wetwells.

7. ASTM F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
8. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

1.5 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with connection to municipal sewer utility and trenching.

1.6 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit manufacturer information for manholes, manhole covers, component construction, features, configuration, and dimensions.
C. Shop Drawings:
   1. Indicate structure locations and elevations.
   2. Indicate sizes and elevations of piping, and penetrations .
D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
E. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
F. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
H. Qualifications Statement:
   1. Submit qualifications for manufacturer.

1.7 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record actual locations of manholes and connections, and record invert elevations.

1.8 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.9 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.
B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Handling: Comply with manhole manufacturer instructions for unloading, and moving precast manholes and drainage structures.
D. Storage:
   1. Store materials according to manufacturer instructions.

2. Store manholes to prevent damage to Owner's property or other public or private property.
3. Repair property damaged from materials storage.

E. Protection:
1. Take precautions to prevent damage to interior or exterior surfaces when handling.
2. Provide additional protection according to manufacturer instructions.

1.11 EXISTING CONDITIONS

A. Field Measurements:
1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

1.12 WARRANTY

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for warranties.
B. Furnish one-year manufacturer's warranty for fiberglass manholes.

**PART 2 - PRODUCTS**

2.1 FIBERGLASS MANHOLES

A. Manufacturers:
1. L.F. Manufacturing, LLC.
2. Containment Solutions, Inc.
3. Virtual Polymer Compounds.
4. Substitutions: As specified in Section 01 60 00 "Product Requirements."
5. Furnish materials according to City of Midland standards.

B. Description:
1. Material: FRP resin.
2. Nominal Outer Diameter: As indicated on Drawings.

C. Performance and Design Criteria:
1. Load Rating:
a. 16,000 lb.
b. Comply with ASTM D3753.
2. Chemical Resistance: Comply with ASTM C581 and D3753.
3. Flexural Strength (Conic Section):
a. Hoop: 18,000 psi.
b. Axial: 5,000 psi.
4. Flexural Strength (Cylindrical Section):
a. Hoop: 26,000 psi.
b. Axial: 4,500 psi.
5. Compressive Strength:
a. Hoop: 18,000 psi.
b. Axial: 5,000 psi
c. Comply with ASTM D695.

D. Surfaces:
1. Paint or other coatings will not be accepted.
2. Exterior: Free of blisters larger than 1/2-inch in diameter, delamination, and exposed fibers.

3. Interior: Resin-rich with no exposed fibers, crazing, delamination, blisters larger than 1/2-inch in diameter, and wrinkles greater than 1/4-inch in depth.

E. Bottom (as indicated on Drawings):
1. Material: Match type and grade as used in fiberglass manhole.
2. Furnish integral 3-inch- wide anchoring flange, minimum 1/2-inch thick.
3. Invert and Bench: Factory installed, using noncorrosive materials encapsulated in minimum 1/4-inch- thick fiberglass.

F. Connections (as indicated on Drawings):
1. PVC sewer plain-end pipe attached to manhole with resin and glass-fiber-reinforced layup.
2. Pipe: Match sewer pipe.
3. Resin and Fiberglass Layup: Match type and grade as used in fiberglass manhole.
4. Boots: Comply with ASTM C923.

## 2.2 FRAMES AND COVERS

A. Manufacturers:
1. East Jordan Iron Works
2. Substitutions: As specified in Section 01 60 00 "Product Requirements."
3. Furnish materials according to City of Midland standards.

B. Description:
1. Material:
a. Cast iron.
b. Comply with ASTM A48/A48M, Class 30B.
2. Material:
a. Ductile iron.
b. Comply with ASTM A536.
3. Lid:
a. Bearing Surface: Machined flat.
b. Configuration: Removable.
c. Security: As indicated on Drawings.
4. Cover Design: As indicated on Drawings.
5. Loading: H-20; AASHTO HB-17.
6. Identification: Cast with identifying name and logo As indicated on Drawings.
7. Lid Diameter: 30 inches.

## 2.3 MATERIALS

A. Resin: Furnish UV inhibitors.
B. Reinforcing Material: Glass mat, Grade E.
C. Laminate: Multiple layers of glass matting and resin.
D. Bedding: As indicated on Drawings.

## 2.4 ACCESSORIES

A. Base Pad:
1. Cast-in-place concrete as specified in Section 03 30 00 "Cast-in-Place Concrete."
2. Increase thickness of concrete base to prevent flotation, as approved by Engineer.
3. Anchor manhole to concrete base as indicated on Shop Drawings.

B. Fasteners: Stainless steel; ASTM F593.

2.5 SOURCE QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for testing, inspection, and analysis.
B. Inspection and Testing:
    1. Provide shop inspection and testing of completed assembly.
    2. Maintain testing records and submit to Engineer.
    3. Inspection: Comply with ASTM D2563 for allowable tolerance based on defect.
        a. Pinholes or Pores in Laminate Surface: None.
        b. Exposed Glass: None.
        c. Exposure of Cut Edges: None.
        d. Scratches: None greater than 0.002-inch deep.
        e. Foreign Matter: None.
    4. Testing:
        a. Test with water or air.
        b. Hydrostatic Test:
            1) Filling manhole with water and check for leaks.
            2) Minimum Test Duration: One hour.
        c. Air Test: 2 to 5 psig for 30 minutes.
C. Certificate of Compliance:
    1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
    2. Specified shop tests are not required for Work performed by approved manufacturer.

**PART 3 - EXECUTION**

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that items provided by other Sections of Work are properly sized and located.
C. Verify that built-in items are in proper location and are ready for roughing into Work.
D. Verify correct size of manhole and structure excavation.
E. Verify that excavation base is ready to receive Work and excavations and that dimensions and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation preparation.
B. Mark each manhole with waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers as indicated on Drawings to indicate its intended use.
C. Coordinate placement of inlet and outlet pipe as required by other Sections.
D. Do not install manholes where Site conditions induce loads exceeding structural capacity of manholes or structures.
E. Inspect manholes immediately prior to placement in excavation to verify that they are internally clean and free from damage; remove and replace damaged units.

## 3.3 INSTALLATION

A. Conduct operations not to interfere with, interrupt, damage, destroy, or endanger integrity of surface structures or utilities in immediate or adjacent areas.
B. Correct over-excavation with grade rings, as indicated on Drawings.
C. Remove large stones or other hard matter impeding consistent backfilling or compaction.
D. Protect manhole from damage or displacement while backfilling operation is in progress.
E. Excavating:
    1. As specified in Section 31 23 16.13 "Trenching" and in indicated locations and depths.
    2. Provide clearance around sidewalls of manhole for construction operations backfill.
    3. If ground water is encountered, prevent accumulation of water in excavations; place manhole in dry trench.
    4. Where possibility exists of watertight manhole becoming buoyant in flooded excavation, anchor manhole to avoid flotation as approved by Engineer.
F. Base and Alignment: Place foundation slab and trowel top surface level.
G. Base and Alignment: Install manholes supported at proper grade and alignment support system as indicated on Drawings.
H. Bedding:
    1. Place bedding material at trench bottom, and level materials in continuous layer not exceeding 8 inches.
    2. Compact bedding material to 95 percent maximum density.
    3. Maintain optimum moisture content of bedding material to attain required compaction density.
I. Base Pad:
    1. Form and place cast-in-place concrete base pad with provision for sewer pipe end sections.
    2. Place manholes plumb and level and anchor to foundation slab.
J. Attachments:
    1. Set cover frames and covers level to correct elevations without tipping.
K. Backfilling: As specified in Section 31 23 16.13 "Trenching."
L. Installation Standards: Install Work according to City of Midland standards.

## 3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Perform testing on manholes according to City of Midland and TCEQ.
C. Perform testing on manholes as specified in Section 33 05 05.36 "Vacuum Testing."
D. Equipment Acceptance: Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.

END OF SECTION

# SECTION 33 05 97 - IDENTIFICATION AND SIGNAGE FOR UTILITIES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Pipeline marker posts.
   2. Metal utility markers.
   3. Plastic utility markers.
   4. Marking flags.
   5. Plastic ribbon tape for placement above direct-buried utility.
   6. Trace wire for placement above direct-buried utility.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 16.13 "Trenching:" Backfilling considerations for installation of underground pipe markers.
   3. Section 33 31 11 "Public Sanitary Sewerage Gravity Piping:" Piping, manholes, and appurtenances requiring identification marking.

### 1.2 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit manufacturer catalog information for each specified product.
C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
D. Qualifications Statement:
   1. Submit qualifications for manufacturer.

### 1.3 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record actual locations of tagged valves.

### 1.4 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

### 1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

## PART 2 - PRODUCTS

### 2.1 UTILITY MARKERS

A. Manufacturers:
   1. Global Equipment Company Inc.
   2. Substitutions: As specified in Section 01 60 00 "Product Requirements."

3. Furnish materials according to City of Midland standards.

2.2 TRACE WIRE

A. Manufacturers:
1. Northtown Company.
2. Priority Wire and Cable, Inc.
3. TracerWire.
4. Substitutions: As specified in Section 01 60 00 "Product Requirements."
5. Furnish materials according to City of Midland standards.
6. Description:
a. Conductor: Copper or Copper Clad.
b. Covering: Brightly colored plastic, imprinted with size and insulation type in large letters.
7. Description:
a. Wire: Unshielded 12-AWG Type THWN insulated copper.

2.3 BURIED UTILITY TAPE

A. Manufacturers:
1. Seaton.
2. Presco.
3. Substitutions: As specified in Section 01 60 00 "Product Requirements."
4. Description: 6-inch wide detectable warning tape, minimum 4.6 mil thickness, solid aluminum foil core. Imprinted with colored text identifying type of utility buried.
5. Furnish materials according to City of Midland standards.

**PART 3 - EXECUTION**

3.1 INSTALLATION

A. Pipeline Marker Posts, Utility Markers, and Marking Flags: According to manufacturer instructions.
B. Trace Wire:
1. Continuous over top of pipe as indicated on Drawings.
2. Coordinate with trench Work as specified in Section 31 23 16.13 "Trenching."
C. Installation Standards: Install Work according to City of Midland standards.

END OF SECTION

# SECTION 33 31 11 - PUBLIC SANITARY SEWERAGE GRAVITY PIPING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:
   1. Sanitary sewerage piping.
   2. Connection to existing manholes.
   3. Wye branches and tees.
   4. Sanitary laterals.
   5. Pile support systems.
   6. Bedding and cover materials.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 05 05.43 "Mandrel Testing:" Deflection testing of plastic sewerage piping.
   3. Section 33 05 76 "Fiberglass Manholes:" Manholes for sanitary sewerage piping.
   4. Section 33 05 05.41 "Air Testing:" Testing of gravity-flow sewerage piping.

### 1.2 DEFINITIONS

A. ABS: Acrylonitrile butadiene styrene.
B. Bedding: Fill placed under, beside, and directly over pipe, prior to subsequent backfill operations.
C. EPDM: Ethylene-propylene-diene terpolymer.

### 1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Section 01 20 00 "Price and Payment Procedures:" Contract Sum/Price modification procedures.
B. Pipe and Fittings:
   1. Basis of Measurement: By linear foot.
   2. Basis of Payment: Includes hand trimming, excavation, bedding, pipe and fittings, to indicated depth.

### 1.4 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3).
   2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3).
   3. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
   4. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

5. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.5 COORDINATION

A. Section 01 30 00 "Administrative Requirements:" Requirements for coordination.
B. Coordinate Work of this Section with City of Midland Water Utilities and Inspection Departments.
C. Notify affected utility companies at least 72 hours prior to construction.

1.6 PREINSTALLATION MEETINGS

A. Section 01 30 00 "Administrative Requirements:" Requirements for preinstallation meeting.
B. Convene minimum one week prior to commencing Work of this Section.
C. Attendance Roster: Include affected utility companies and appropriate local officials.

1.7 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals.
B. Product Data: Submit manufacturer catalog cuts and other information indicating proposed materials, accessories, details, and construction information.
C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
D. Test and Evaluation Reports: Submit reports indicating field tests made and results obtained.
E. Qualifications Statement:
   1. Submit qualifications for manufacturer.

1.8 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for submittals.
B. Project Record Documents: Record invert elevations and actual locations of pipe runs, connections , manholes, and cleanouts.
C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.9 QUALITY ASSURANCE

A. Perform Work according to City of Midland standards.

1.10 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.
B. Installer: Company specializing in performing Work of this Section with minimum three years' experience.
C. Installer: Person holding Wastewater Operators License issued by Texas Commission on Enviromental Quality shall perform or supervise Work. Provide copy of valid license.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements:" Requirements for transporting, handling, storing, and protecting products.
B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
C. Storage:
    1. Store materials according to manufacturer instructions.
D. Protection:
    1. Block individual and stockpiled pipe lengths to prevent moving.
    2. Provide additional protection according to manufacturer instructions.

1.12 EXISTING CONDITIONS

A. Field Measurements:
    1. Verify field measurements prior to fabrication.
    2. Indicate field measurements on Shop Drawings.

**PART 2 - PRODUCTS**

2.1 SANITARY SEWERAGE PIPING

A. Plastic Pipe:
    1. Material: PVC.
    2. Comply with ASTM D3034, SDR-26.
    3. Inside Nominal Diameter: 12 inches.
    4. End Connections: Bell-and-spigot style, with rubber-ring-sealed gasket joint.
    5. Fittings: PVC.
    6. Joints:
        a. Elastomeric gaskets.
        b. Comply with ASTM F477.

2.2 MANHOLES

A. As specified in Section 33 05 76 "Fiberglass Manholes."

2.3 CONCRETE ENCASEMENT AND CRADLES

A. Concrete:
    1. As specified in Section 03 30 00 "Cast-in-Place Concrete."
    2. Strength: 3,000 psi at 28 days.
    3. Air entrained.
    4. Finish: Rough troweled.
B. Concrete Reinforcement: As specified in Section 03 20 00 "Concrete Reinforcing."

2.4 MATERIALS

A. Bedding and Cover:
    1. Bedding: As indicated on Drawings.
    2. Cover: As indicated on Drawings.


PACKET 17-299 March 28, 2023

3. Soil Backfill from Above Pipe to Finish Grade:
    a. Soil Type, as specified in Section As indicated on Drawings.
    b. Subsoil with no rocks more than 2 inches in diameter, frozen earth, or foreign matter.

2.5 MIXES

A. Grout: As specified in Section 03 30 00 "Cast-In-Place Concrete."

2.6 SOURCE QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for testing, inspection, and analysis.
B. Provide shop inspection and testing of pipe.
C. Certificate of Compliance:
    1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
    2. Specified shop tests are not required for Work performed by approved manufacturer.

**PART 3 - EXECUTION**

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify that trench cut excavation base is ready to receive Work of this Section.
C. Verify that excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation preparation.
B. Correct over-excavation with native soil from stockpile.
C. Remove large stones or other hard materials that could damage pipe or impede consistent backfilling or compaction.
D. Protect and support existing sewer lines, utilities, and appurtenances.
E. Utilities:
    1. Maintain profiles of utilities.
    2. Coordinate with other utilities to eliminate interference.
    3. Notify Engineer if crossing conflicts occur.

3.3 INSTALLATION

A. Bedding:
    1. Excavate pipe trench as specified in Section 31 23 16.13 "Trenching."
    2. Excavate to lines and grades as indicated on Drawings, or as required to accommodate installation of encasement.
    3. Dewater excavations to maintain dry conditions and to preserve final grades at bottom of excavation.
    4. Provide sheeting and shoring as specified in Section 31 23 16.13 "Trenching."


PACKET 17-300 March 28, 2023

5. Placement:
    a. Place bedding material at trench bottom.
    b. Level materials in continuous layer not exceeding 8-inchcompacted depth.
    c. Compact to 95 percent of maximum density.

B. Piping:
1. Install pipe, fittings, and accessories according to ASTM D2321, and seal joints watertight.
2. Lay pipe to slope gradients as indicated on Drawings.
3. Begin at downstream end of system and progress upstream.
4. Bedding: Install at sides and over top of pipe, to minimum compacted thickness of 8 inches.
5. Bedding: As indicated on Drawings.
6. Lay bell-and-spigot pipe with bells upstream.
7. Backfill and compact as specified in Section 31 23 16.13 "Trenching."
8. Do not displace or damage pipe when compacting.
9. Connect pipe to existing sewer system as indicated on Drawings.
10. Installation Standards: Install Work according to City of Midland standards.

C. Manholes: As specified in Section 33 05 76 "Fiberglass Manholes."

D. Connections to Existing Manholes:
1. Drilling:
    a. Core drill existing manhole to clean opening.
    b. Use of pneumatic hammers, chipping guns, sledge hammers, and other impact tools are not permitted.
2. Install watertight neoprene gasket and seal with nonshrink concrete grout.
3. Encasement:
    a. Concrete encase new sewer pipe minimum of 24 inches beyond manhole.
    b. Use epoxy binder between new and existing concrete.
4. Prevent construction debris from entering existing sewer line when making connection.

E. Wye Branches and Tees:
1. Concurrent with pipe-laying operations, install wye branches and pipe tees at locations indicated on Drawings.
2. Use standard fittings of same material and joint type as sewer main.
3. Maintain minimum 5 foot separation distance between wye connection and manhole.
4. Use saddle wye or tee with stainless-steel clamps for taps into existing piping.
5. Mount saddles according to Manufacturer's requirements and secure with metal bands.
6. Lay out holes with template, and cut holes with mechanical cutter.

F. Sanitary Laterals:
1. Construct laterals from wye or tee branch to terminal point as indicated on Drawings.
2. Where depth of main pipeline warrants, construct riser-type laterals from branch.
3. Minimum Depth of Cover over Piping: 2.5 feet.
4. Minimum Separation Distance between Laterals: 5 feet or according to Manufacturer's requirements.
5. Install watertight plug, braced to withstand pipeline test pressure thrust, at termination of lateral.
6. Marker Stake:
    a. Install temporary marker stake extending from end of lateral to 12 inches above finished grade.

b. Paint top 6 inches of stake with fluorescent orange paint.
c. Temporary marker shall be 2 inches or larger PVC pipe.

G. Backfilling:
1. Backfill around sides and to top of pipe with cover fill in maximum lifts of 8 inches.
2. Tamp fill in place, and compact to 95 percent of maximum standard density.
3. Place and compact material immediately adjacent to pipes to avoid damage to pipe and prevent pipe misalignment.
4. Maintain optimum moisture content of bedding material as required to attain specified compaction density.

H. Backfilling: As specified in Section 31 23 16.13 "Trenching."

## 3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements:" Requirements for tolerances.
B. Maximum Variation from Indicated Slope: +/- 0.01 percent.

## 3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements:" Requirements for inspecting and testing.
B. Request inspection by inspection agency prior to and immediately after placing bedding.
C. Testing:
1. If tests indicate that Work does not meet specified requirements, remove Work, replace, and retest.
2. Perform testing on Site sanitary sewage system according to City of Midland and TCEQ standards.
3. Pipe Testing:
a. Pressure Testing: As specified in Section 33 05 05.41 "Air Testing," and as required by City of Midland.
b. Deflection Testing: As specified in Section 33 05 05.43 "Mandrel Testing."
4. Compaction Testing:
a. Comply with ASTM D698 and ASTM D1557.
b. Testing Frequency: One test for every lift every 200 linear feet of fill, or as specified by the Engineer.

## 3.6 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for protecting finished Work.
B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.
C. Cap open ends of piping during periods of Work stoppage.

END OF SECTION

# APPENDIX A

# GEOTECHNICAL ENGINEERING REPORT

# Geotechnical Engineering Report

**TX-191 Sanitary Sewer Line**
**Midland County, TX**
May 9, 2022
Terracon Project No. A4225052

**Prepared for:**
Parkhill
Midland, TX

**Prepared by:**
Terracon Consultants, Inc.
Midland, TX



Environmental ■ Facilities ■ Geotechnical ■ Materials

May 9, 2022

Parkhill
1700 W. Wall Street, Suite 100
Midland, TX 79701

Attn: Ms. Diana Welch Palmieri – Engineering Technologist
P: 432.681.6117
E: dpalmieri@parkhill.com

Re: Geotechnical Engineering Report
TX-191 Sanitary Sewer Line
0.45 Miles Northwest of TX-158 and Avalon Drive
Midland County, TX
Terracon Project No. A4225052

Dear Ms. Palmieri:

We have completed the Geotechnical Engineering Services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PA4225052 dated March 3, 2022. This report presents the findings of the subsurface exploration and provides geotechnical engineering recommendations concerning development of the proposed sewer line project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us. We would also like to provide Construction Materials Engineering Testing (CMET) services during construction of this project. Please let us know whom we should contact for the CMET services.

Sincerely,
**Terracon Consultants, Inc.**
TBPE Firm Registration TX F-3272

STATE OF TEXAS
KIRAN P. ACHARYA
141556
LICENSED
PROFESSIONAL ENGINEER

Sheng, Jon
Digitally signed by Sheng, Jon
DN: cn=Sheng, Jon, ou=Legal Hold Users, email=Jon.Sheng@terracon.com
Date: 2022.05.09 13:38:13 -05'00'

Kiran P. Acharya, Ph.D., P.E.
Project Engineer

Jon Sheng, P.E.
Senior Principal/Office Manager

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Terracon Consultants, Inc. 10400 State Hwy 191 Midland, TX 79707
P (432) 684 9600 F (432) 684 9608 terracon.com

## REPORT TOPICS

REPORT SUMMARY ..... I
INTRODUCTION ..... 1
SITE CONDITIONS ..... 1
PROJECT DESCRIPTION ..... 2
GEOTECHNICAL CHARACTERIZATION ..... 2
GEOTECHNICAL OVERVIEW ..... 3
EARTHWORK ..... 4
GENERAL COMMENTS ..... 7

**Note:** This report was originally delivered in a web-based format. For more interactive features, please view your project online at client.terracon.com.

## ATTACHMENTS

PHOTOGRAPHY LOGS
EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS (GeoModel, Boring Logs and Laboratory Data)
SUPPORTING INFORMATION (General Notes and Unified Soil Classification System)

**Note:** Refer to each individual Attachment for a listing of contents.

## REPORT SUMMARY

| Topic [1] | Overview Statement [2] |
|---|---|
| **Project Description** | ■ This project is to construct a new 1.46 miles long sanitary sewer line that is located to the north and parallel to State Highway 191 and just west of State Highway 158 in Midland, Texas.<br>■ We understand that the planned sewer line will be embedded about 10 to 12 feet below existing ground surface. Based on our boring data, the planned sewer line will be embedded into very dense sandy soils with gravels or caliche materials. |
| **Geotechnical Characterization** | ■ The area around the proposed sewer line alignment is largely a grazing land and undeveloped. However, the planned alignment is close to the frontage road of State Highway 191; the area was considered to develop a Costco store; drilling and due-diligence study used to take place in the area. Access roads and evidences of previous man activities were present near our borings. Although no construction debris, organics or deleterious materials were encountered during our field exploration or observed in the collected samples, we caution that potential undocumented fill that contains the deleterious materials could exist between or away from our borings. If deleterious materials are detected during construction, Terracon should be notified immediately to provide consultation. In general, deleterious materials should be replaced with structural fill.<br>■ Two soil-testing borings, designated as B-1 and B-2, were conducted along the proposed sewer line alignment. These borings were extended to planned depths of 15 feet below existing ground surface (bgs) at locations designated by our client.<br>■ Standard penetration resistances (N-values) of on-site subsurface materials ranged from 36 blows per foot (bpf) to greater than 100 bpf. The subsurface materials generally consisted of very dense silty sand and silty clayey sand in the upper 2 feet of existing grades, underlain by very dense materials, locally called “caliches”. The name "caliche" originates from a Spanish word for porous materials that have been cemented by calcium carbonate. The name is used to refer to materials that are cemented but porous. Caliche has a close resemblance to rock when it is dry; it is a hard or very dense material. Thus, for the sewer-line installation, hard excavation conditions into caliche materials should be expected.<br>■ On-site subsurface materials have low potential vertical rise (PVR). On-site soils are typically suitable for use as structural fill.<br>■ Groundwater was not encountered in either of the borings within the drilling depths at the time of our field exploration. Groundwater is not expected to affect installation of sewer pipes. |
| **Earthwork** | ■ Open cut-and-cover approach is expected for installation of sewer pipes.<br>■ For open excavation, heavy-duty equipment such as a hoe ram, a large-size dozer equipped with a ripper, a rock saw or a jack hammer with rock trenching equipment will likely be required for excavation into caliche. |

| Topic [1] | Overview Statement [2] |
|---|---|
| | ■ Controlled blasting could be required in certain sections of the alignment due to confinement pressures.<br>■ Structural fill should be clean soil with a liquid limit (LL) of less than 35 and a plasticity index (PI) of less than 15. On-site soils can generally be used as structural fill that can be used for backfilling sewer line trenches.<br>■ Caliche needs to be crushed into sizes of less than 4 inches in maximum dimension and thoroughly mixed with soils before they are used for structural fill.<br>■ On-site soils and crushed caliches can generally be used for backfilling the sewer trench. |
| **Sewer Pipe Bedding Materials** | We understand our client plans to use sand or fine gravel as sewer-pipe bedding materials, which is acceptable to Terracon. Crushed caliches can be used for pipe bedding materials. |
| **General Comments** | This section contains important information about the limitations of this geotechnical engineering report. |

1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

# Geotechnical Engineering Report

## TX-191 Sanitary Sewer Line
## 0.45 Miles Northwest of TX-158 and Avalon Drive
## Midland County, TX

**Terracon Project No. A4225052**
**May 9, 2022**

## INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed TX-191 Sanitary Sewer Line project to be located in Midland County, TX. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Earthwork
- Excavation considerations
- Temporary construction slopes
- Pipe bedding and sewer line installation
- Seismic site classification

As planned, the geotechnical engineering scope of services for this project included the advancement of two soil-testing borings, designated as B-1 and B-2, to depths of about 15 feet bgs. The borings were advanced with continuous flight auger drilling technique to the boring-termination depths.

Maps showing the site and boring locations are shown in the **Site Location and Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs in the **Exploration Results** section of this report.

## SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

| Item | Description |
|---|---|
| **Parcel Information** | TX-191 Sanitary Sewer Line alignment is located about 0.45 miles northwest of the intersection of TX-158 and Avalon Drive, to the north of TX-191 in Midland County, TX. The orientation of the proposed sewer line runs generally parallel to State Highway 191 in the east-northeast direction. The proposed sewer line starts at coordinates of 31.998057°N, 102.176991° and ends at coordinates of 31.988559°N, 102.204574°W. See **Site Location**. |

| Item | Description |
|---|---|
| **Existing Improvements** | Largely an undeveloped grazing land. |
| **Current Ground Cover** | Low bushes and grasses with occasional exposed soil surfaces. |
| **Existing Topography** | Generally, slopes downward towards the east. |

We also collected photographs of the site at the time of our field exploration program. Representative photos are provided in our **Photography Logs**.

## PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

| Item | Description |
|---|---|
| **Project Description** | The project consists of constructing a new sanitary sewer line. The sewer line will be about 1.46 miles long. |
| **Maximum structural loads (estimated)** | We understand the sewer line will be installed at depths of about 10 to 12 feet bgs. Thus, overburden soil pressure of 1,200 to 1,440 pounds per square foot (psf) is estimated on the sewer pipes. |
| **Grading (assumed)** | After sewer line is installed, final grades along the alignment are expected to be the same as the existing grades. |
| **Trench Excavation** | We expect open cut-and cover-approach will be used. |

## GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** section and the GeoModel can be found in the **Figures** section of this report.

As part of our analyses, we identified the following model layer within the subsurface profile. For a more detailed view of the model layer depth at each boring location, refer to the GeoModel.

| Model Layer | Layer Name | General Description |
|---|---|---|
| **1** | Sand | Silty sand, silty clayey sand; very dense |
| **2** | Caliche: Sand | Silty clayey sand, silty sand with gravel; very dense |
| **3** | Caliche: Gravel | Silty gravel with sand; very dense |

| Model Layer | Layer Name | General Description |
|---|---|---|
| Note: Excavation difficulties are generally anticipated within Model Layers 2 and 3. | | |

### Site Geology

Terracon reviewed the "Geologic Atlas of Texas, Pecos Sheet", published by the Bureau of Economic Geology and found that the site lies in the vicinity of Blackwater Draw Formation of Phanerozoic, Cenozoic, Quaternary and Pleistocene ages. The Blackwater Draw Formation is characterized by sedimentary rocks. Sand, silt, and clay/mud are the primary, secondary, and tertiary rock types found in Black Draw Formation.

After the review of geologic data of the area, observation of our field exploration activities and evaluation of collected subsurface data, we believe weathered limestones/sandstones, or very dense/hard soil/gravel, locally called "caliches" are present at the project site. Limestones/sandstones by nature dissolve and create cavities when they meet acidic water under certain conditions. This natural dissolving process could take a very long time (thousands of years or more) but can be seen to accelerated if exposed to man-made sources of acidic materials. We note during our field exploration for this project, we did not observe indication of sinkhole or sinkhole formation at the boring locations.

### Groundwater Conditions

The borings were advanced in the dry using continuous flight auger drilling technique that allow short-term groundwater observations to be made while drilling. Groundwater was not encountered in any of the borings at the time of our field exploration.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

## GEOTECHNICAL OVERVIEW

The area around the proposed sewer line alignment is largely a grazing land and undeveloped. However, the planned alignment is close to the frontage road of State Highway 191; the area was considered to develop a Costco store; drilling and due-diligence study used to take place in the area. Access roads and evidences of previous man activities were present near our borings. Although no construction debris, organics or deleterious materials were encountered during our field exploration or observed in the collected samples, we caution that potential undocumented fill

that contains the deleterious materials could exist between or away from our borings. If deleterious materials are detected during construction, Terracon should be notified immediately to provide consultation. In general, deleterious materials should be replaced with structural fill.

Subsurface materials encountered at our borings generally consisted of uncemented sandy soils in the upper 2 feet of existing grades underlain by very dense, cemented, calcareous materials, locally called "caliches" extending to the boring-termination depths. Caliche is a calcium-carbonate-cemented material; it has a close resemblance to rock when it is dry. Therefore, it is difficult to excavate caliches. The standard penetration resistances (N-values) of caliches ranged from 36 bpf to greater than 100 bpf.

On-site subsurface materials encountered in our borings are not expected to experience substantial volumetric changes (shrink/swell) with fluctuations in moisture content. Potential moisture-induced vertical movements are estimated to be less than 1 inch.

## EARTHWORK

Earthwork will include clearing and grubbing, excavations and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria as necessary to render the site in the state considered in our geotechnical engineering evaluation for foundations.

### Fill Material

The on-site soils which are free of vegetation, debris, and rocks lesser than 4 inches in maximum dimension are generally suitable to be used for structural fill (a.k.a. engineered fill). Structural fill can be used as backfill above pipes. Caliche needs to be crushed into sizes less than 4 inches in maximum dimension and thoroughly mixed with soils before they can be used for structural fill. Earthen materials used for structural and general fill should meet the following material property requirements:

| Fill Type [1] | USCS Classification | Acceptable Parameters (for Structural Fill) |
|---|---|---|
| **On-Site Soils** | SM, SC-SM | Near-surface materials free of vegetation roots, deleterious materials, and construction debris. |
| **Caliches** | SM, SC-SM, GM | Crushed into sizes less than 4 inches in maximum dimension and thoroughly mixed with soils. |
| **Imported Soils** | Varies | Imported soils meeting the gradation presented herein can be considered suitable for use as structural fill. |

| Fill Type [1] | USCS Classification | Acceptable Parameters (for Structural Fill) |
|---|---|---|

1. Structural fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation prior to use on this site.

The imported soils, if needed, should conform to the following:

| Gradation/Plasticity Properties | Percent Finer by Weight/Plasticity Limit |
|---|---|
| **4”** | 100 |
| **No. 4 Sieve** | 50-100 |
| **No. 200 Sieve** | 50 (max.) |
| **Liquid Limit** | 35 (max.) |
| **Plastic Index** | 15 (max.) |

We note crushed crushes can be used for bedding materials for the planned sewer pipes. On site soils and crushed caliches can be used for backfill materials above the sewer pipes. Fill materials above pipes should be placed and compacted in accordance with the requirements as shown below. Due to the depth of the planned sewer pipes, trench boxes and a trench-bracing system should be installed to facilitate compaction of backfill materials.

## Utility Trench Backfill

Care should be taken that utility trenches are properly backfilled. Backfilling should be accomplished with properly compacted suitable soils with loose lift thicknesses of generally 9 inches except for the first lift above the utility pipes that can be relaxed to 12 inches. Compaction should be accomplished with a hand-held compaction device inside utility trenches. On-site soils or imported fill materials should be compacted to at least 95% Standard Proctor maximum dry density (ASTM D698) in the range of ±2 percentage points of the optimum moisture for the material.

A positive cut-off at the construction line is recommended to help prevent water from migrating in the utility trench backfill. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive fill in non-pavement areas to reduce the infiltration and conveyance of surface water through the trench backfill. The on-site soils are susceptible to erosion and may require protection.

## Definition of Rock

We expect open cut-and-cover approach will be used for installation of sewer pipes. Excavation into caliche will likely require a hoe ram, a heavy a dozer equipped with a ripper, a rock saw or a jack hammer with rock trenching equipment. Controlled blasting could be required for trench-excavation conditions in certain sections of the planned sewer line. We recommend that the following definitions for rock in earthwork excavation be included in bid documents.

**In Trench Excavation:** Any material occupying an original volume of more than 1/2 cubic yard which cannot be excavated with a backhoe having a bucket curling rate of not less than 40,000 pounds, using a rock bucket and rock teeth (a John Deere 790 or larger).

We recommend that soils that can be excavated with conventional grading equipment be removed first. Blasting should only be conducted where materials cannot be excavated by other methods.

## Temporary Construction Slope

All excavations must comply with the applicable Federal, State, and local safety regulations and codes, and especially with the excavation standards of the Occupational Safety and Health Administration (OSHA). Soil types encountered in the project site are type B or C. Temporary slopes of 1H:1V may be used for open excavations less than 5 feet depth. For vertical cut excavations greater than 5 feet in depth, excavations will require the use of a trench box or shoring and bracing to prevent sloughing and caving of the soil into the excavation. The contractor should use a trench box or shoring and bracing as necessary to maintain a safe and clean excavation which meets Occupational Safety and Health Administration (OSHA) requirements. Construction site safety, including excavation safety, is the sole responsibility of the Contractor as part of its overall responsibility for the mean, methods, and sequencing of construction operations.

Terracon's recommendations for excavation support are intended for the Client's use in planning the project and do no relieve the Contractor of its responsibility to construct, support, and maintain safe slopes.

## Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer or representative. Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one density and water content test for every 100 linear feet of compacted trench backfill.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including

assessing variations and associated design changes. Under no circumstances should the following recommendations be interpreted to mean that Terracon is assuming responsibility for either construction site safety or the Contractor's activities.

## GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

# FIGURES

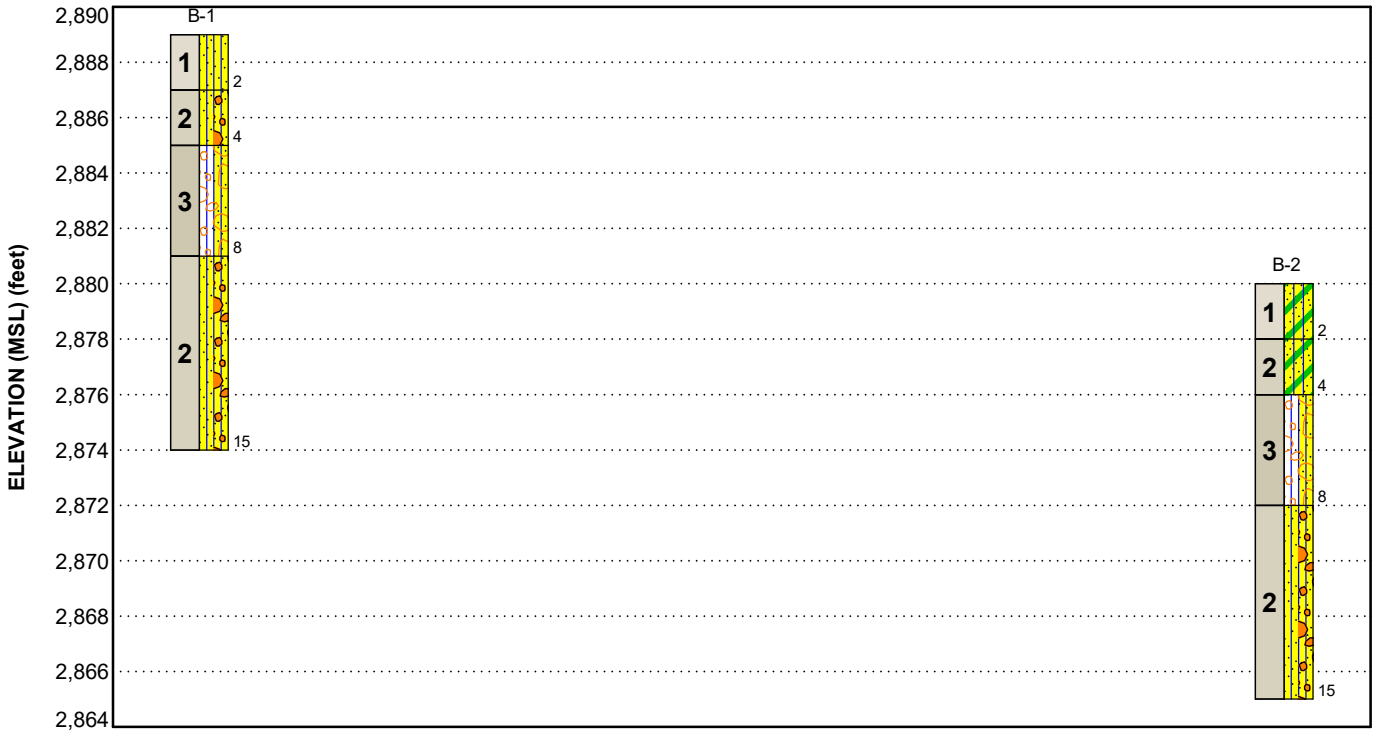
**Contents:**

GeoModel

## GEOMODEL

**TX-191 Sanitary Sewer Line ■ Midland, TX**
**Terracon Project No. A4225052**

Terracon GeoReport




This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

| Model Layer | Layer Name | General Description |
|---|---|---|
| 1 | **Sand** | Silty sand, silty clayey sand; very dense |
| 2 | **Caliche: Sand** | Silty clayey sand, silty sand with gravel; very dense |
| 3 | **Caliche: Gravel** | Silty gravel with sand; very dense |

## LEGEND

Silty Sand
Silty Clayey Sand
Silty Sand with Gravel
Silty Gravel with Sand

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

# ATTACHMENTS

## EXPLORATION AND TESTING PROCEDURES

As requested, Terracon conducted two soil-testing borings. These borings were conducted to the planned-boring termination depths as mentioned below.

### Field Exploration

| Number and Designation of Boring | Boring Depth (feet) [1] | Location |
|---|---|---|
| 2 (B-1 and B-2) | 15 | Sewer Line Alignment |

1. Below ground surface

**Boring Layout and Elevations:** Terracon personnel provided the boring layout. Elevations were estimated at the boring locations using Google Earth Pro. We used handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. If more precise elevation and boring coordinates are desired, we recommend the borings be surveyed.

**Subsurface Exploration Procedures:** We advanced soil borings with a truck-mounted drill rig using continuous flight auger drilling technique. We obtained representative samples primarily by the split-barrel sampling procedure. In the split-barrel sampling procedure, a standard, 2-inch O.D., split-barrel sampling spoon is driven into the boring with a 140-pound automatic SPT (Standard Penetration Test) hammer falling 30 inches. We recorded the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch sampling interval as the standard penetration resistance value, N. We did not encounter groundwater during drilling and sampling.

The sampling depths, penetration distances, and other sampling information were recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a geotechnical engineer. Our exploration team prepared field boring logs as part of the drilling operations. The field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. The final boring logs represent the geotechnical engineer's interpretation of the field log and include modifications based on observations and tests of the samples in our laboratory.

**Site Access:** Terracon was granted access to the site by the property owner. We relied on Parkhill Company to get right-of-entry to access the property.

**Property Disturbance:** We backfilled borings with auger cuttings after completion. Our services did not include repair of the site beyond backfilling our boreholes. Excess auger cuttings were dispersed in the general vicinity of the boreholes. Because backfill material often settles below the surface after a period, we recommend boreholes be checked periodically and backfilled, if necessary. We can provide this service, or grout the borehole for additional fees, at your request.

## Laboratory Testing

The project engineer reviewed field data and assigned various laboratory tests to better understand the engineering properties of various soil and rock strata. Procedural standards noted below are for reference to methodology in general. In some cases, local practices and professional judgement require method variations. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D422 Standard Test Method for Particle-Size Analysis of Soils
- ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified soil samples in accordance with the Unified Soil Classification System (USCS).

## PHOTOGRAPHY LOG

| | |
|---|---|
|  |  |
| Approximate Location of Boring B-1 | Approximate Location of Boring B-2 |

# SITE LOCATION AND EXPLORATION PLANS

**Contents:**

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

**SITE LOCATION**

TX-191 Sanitary Sewer Line ■ Midland County, TX

May 9, 2022 ■ Terracon Project No. A4225052

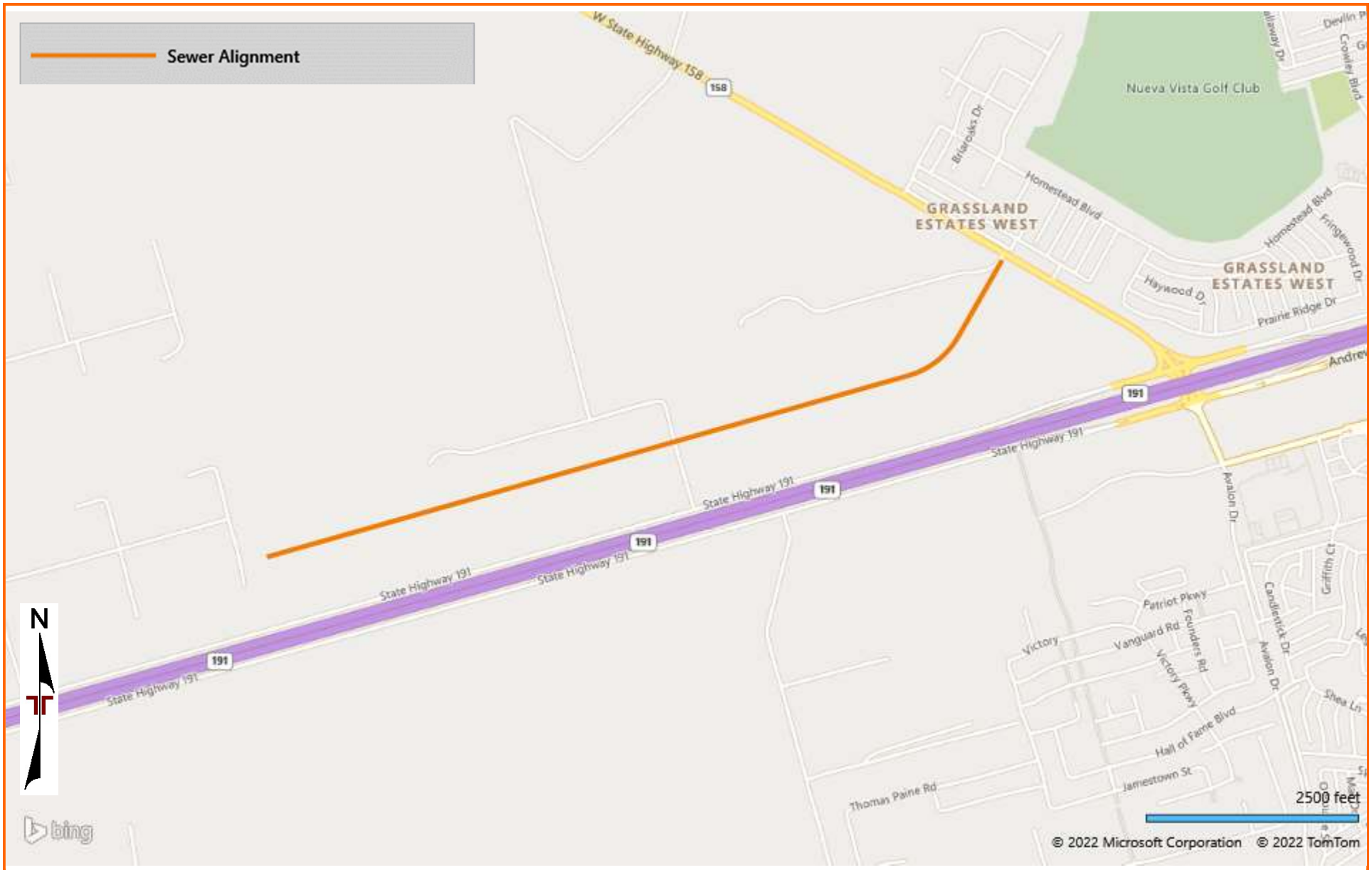



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS




DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

# EXPLORATION RESULTS

**Contents:**

Boring Logs (B-1 & B-2)
Atterberg Limits
Grain Size Distribution
Proctor

Note: All attachments are one page unless noted above.

# BORING LOG NO. B-1



**PROJECT:** TX-191 Sanitary Sewer Line

**CLIENT:** Parkhill
Midland, TX

**SITE:** TX-158 and Avalon Drive
Midland, TX

LOCATION See Exploration Plan

Latitude: 31.9911° Longitude: -102.1940°

Approximate Surface Elev.: 2889 (Ft.) +/-

| MODEL LAYER | GRAPHIC LOG | DEPTH | ELEVATION (Ft.) | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | FIELD TEST RESULTS | WATER CONTENT (%) | ATTERBERG LIMITS LL-PL-PI | PERCENT FINES |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | **SILTY SAND (SM)**, trace gravel, light brown, very dense | | | | 11-27-50/2" | | | |
| | | 2.0 | 2887+/- | | | | | | | |
| 2 | | | **SILTY SAND WITH GRAVEL, locally called caliche (SM)**, light brown, very dense | | | | 50/3" | | | |
| | | 4.0 | 2885+/- | | | | | | | |
| 3 | | | **SILTY GRAVEL WITH SAND, locally called caliche (GM)**, gray white, very dense to dense | 5 | | | 50/2" | | | |
| | | | | | | | 11-15-21 N=36 | | | |
| | | 8.0 | 2881+/- | | | | | | | |
| 2 | | | **SILTY SAND WITH GRAVEL, locally called caliche (SM)**, tannish white, very dense | 10 | | | 50/6" | | | |
| | | | | | | | 8-17-34 N=51 | 5.1 | NP | 17 |
| | | 15.0 | 2874+/- | 15 | | | | | | |
| | | | ***Boring Terminated at 15 Feet*** | | | | | | | |

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Continuous flight auger

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevation information obtained from Google Earth

Notes:

**WATER LEVEL OBSERVATIONS**

*No Groundwater encountered while drilling*

*Dry at completion of drilling*

Terracon
10400 State Highway 191
Midland, TX

Boring Started: 04-19-2022 Boring Completed: 04-19-2022

Drill Rig: CME-75 Driller: Phillips

Project No.: A4225052

PACKET 17.326 March 28, 2023

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/3/22

# BORING LOG NO. B-2



**PROJECT:** TX-191 Sanitary Sewer Line

**CLIENT:** Parkhill
Midland, TX

**SITE:** TX-158 and Avalon Drive
Midland, TX

LOCATION See Exploration Plan

Latitude: 31.9929° Longitude: -102.1865°

Approximate Surface Elev.: 2880 (Ft.) +/-

| MODEL LAYER | GRAPHIC LOG | DEPTH | ELEVATION (Ft.) | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | FIELD TEST RESULTS | WATER CONTENT (%) | ATTERBERG LIMITS LL-PL-PI | PERCENT FINES |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | **SILTY CLAYEY SAND (SC-SM)**, brown, very dense | | | | | 9-12-50/6" | 3.9 | 20-13-7 | 39 |
| | | 2.0 | 2878+/- | | | | | | | |
| 2 | | **SILTY CLAYEY SAND, locally called caliche (SC-SM)**, brown, very dense | | | | | 50/3" | | | |
| | | 4.0 | 2876+/- | | | | | | | |
| 3 | | **SILTY GRAVEL WITH SAND, locally called caliche (GM)**, gray white, very dense | | 5 | | | 50/3" | | | |
| | | | | | | | 50/4" | | | |
| | | 8.0 | 2872+/- | | | | | | | |
| 2 | | **SILTY SAND WITH GRAVEL, locally called caliche (SM)**, tannish white, very dense | | 10 | | | 50/1" | | | |
| | | | | | | | | | | |
| | | | | | | | 50/1" | | | |
| | | 15.0 | 2865+/- | 15 | | | | | | |
| | | ***Boring Terminated at 15 Feet*** | | | | | | | | |

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Continuous flight auger

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevation information obtained from Google Earth

Notes:

**WATER LEVEL OBSERVATIONS**

*No Groundwater encountered while drilling*

*Dry at completion of drilling*

Terracon
10400 State Highway 191
Midland, TX

Boring Started: 04-19-2022 | Boring Completed: 04-19-2022

Drill Rig: CME-75 | Driller: Phillips

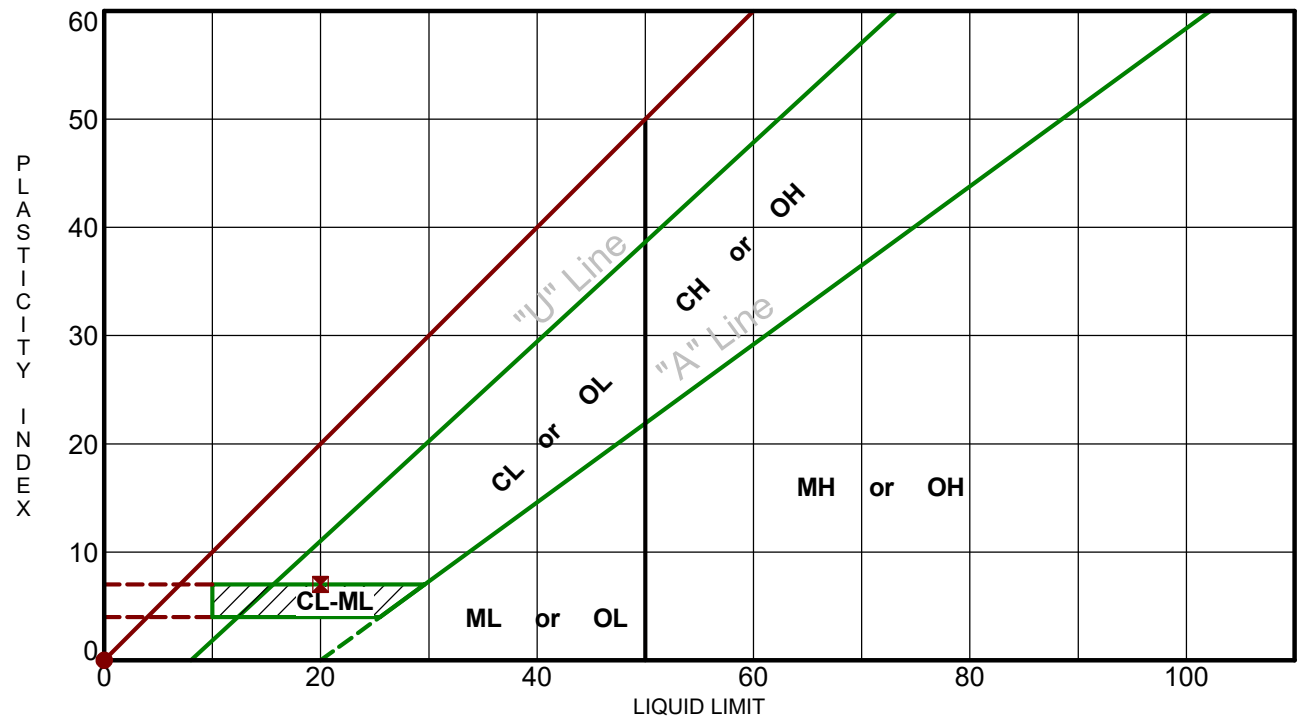
Project No.: A4225052

PACKET 17,327 March 28, 2023

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/3/22

# ATTERBERG LIMITS RESULTS

**ASTM D4318**




| Boring ID | | Depth (Ft) | LL | PL | PI | Fines | USCS | Description |
|---|---|---|---|---|---|---|---|---|
| ● | B-1 | 13.5 - 15 | NP | NP | NP | 17.0 | SM | SILTY SAND with GRAVEL |
| ⊠ | B-2 | 0 - 1.5 | 20 | 13 | 7 | 39.3 | SC-SM | SILTY, CLAYEY SAND |

PROJECT: TX-191 Sanitary Sewer Line

PACKET

SITE: TX-158 and Avalon Drive
Midland, TX

Terracon
10400 State Highway 191
Midland, TX

PROJECT NUMBER: A4225052

17328

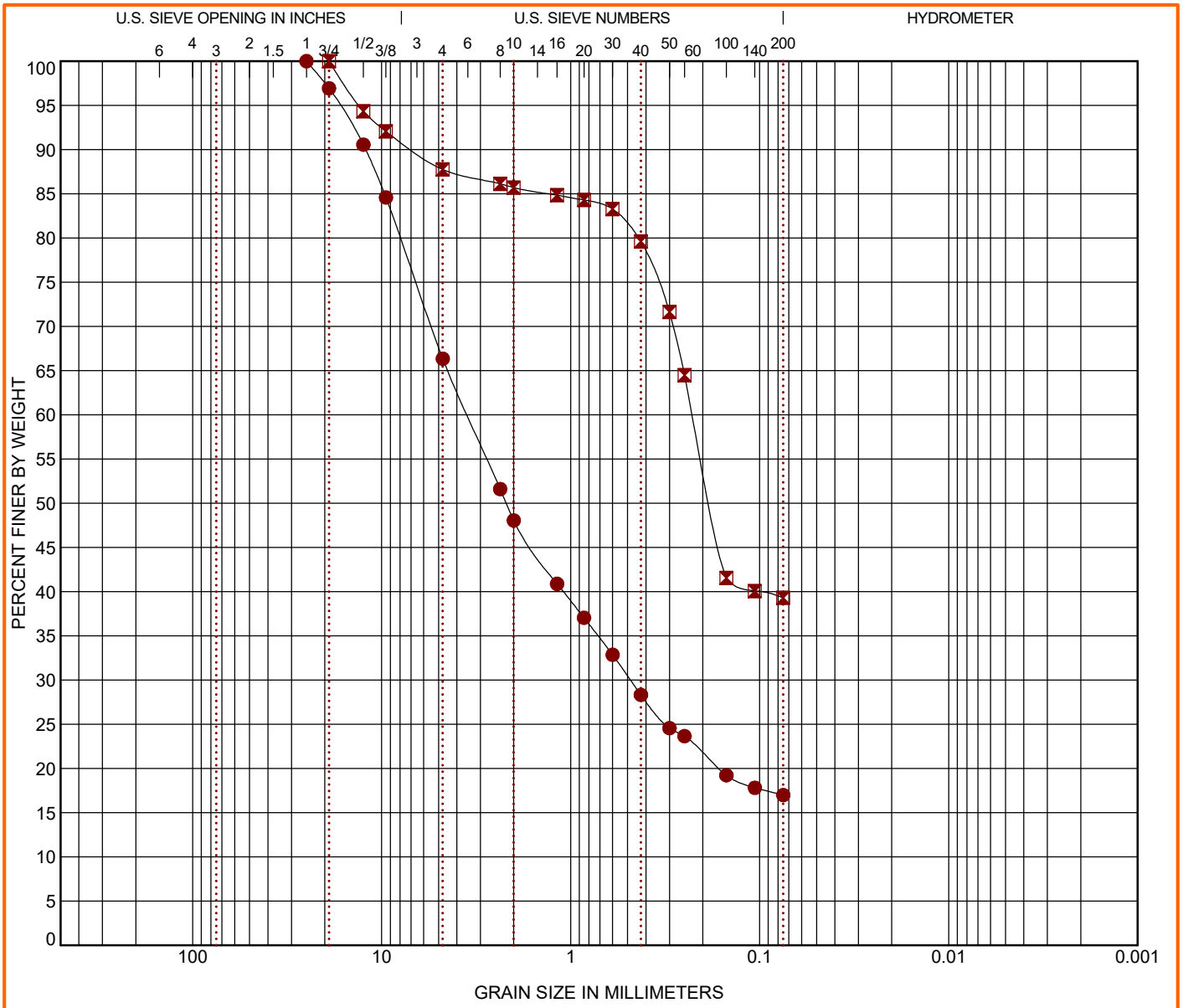
March 28, 2023

CLIENT: Parkhill
Midland, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. ATTERBERG LIMITS A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/2/22

# GRAIN SIZE DISTRIBUTION

**ASTM D422 / ASTM C136**




| COBBLES | GRAVEL | | SAND | | | SILT OR CLAY |
|---|---|---|---|---|---|---|
| | coarse | fine | coarse | medium | fine | |

| Boring ID | | Depth (Ft) | USCS Classification | WC (%) | LL | PL | PI | Cc | Cu |
|---|---|---|---|---|---|---|---|---|---|
| ● | B-1 | 13.5 - 15 | SILTY SAND with GRAVEL (SM) | 5.1 | NP | NP | NP | | |
| ⊠ | B-2 | 0 - 1.5 | SILTY, CLAYEY SAND (SC-SM) | 3.9 | 20 | 13 | 7 | | |

| Boring ID | | Depth (Ft) | $D_{100}$ | $D_{60}$ | $D_{30}$ | $D_{10}$ | %Cobbles | %Gravel | %Sand | %Silt | %Fines | %Clay |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | B-1 | 13.5 - 15 | 25 | 3.515 | 0.483 | | 0.0 | 33.7 | 49.4 | | 17.0 | |
| ⊠ | B-2 | 0 - 1.5 | 19 | 0.226 | | | 0.0 | 12.3 | 48.4 | | 39.3 | |

PROJECT: TX-191 Sanitary Sewer Line

PROJECT NUMBER: A4225052

PACKET

SITE: TX-158 and Avalon Drive
Midland, TX

Terracon
10400 State Highway 191
Midland, TX

17329

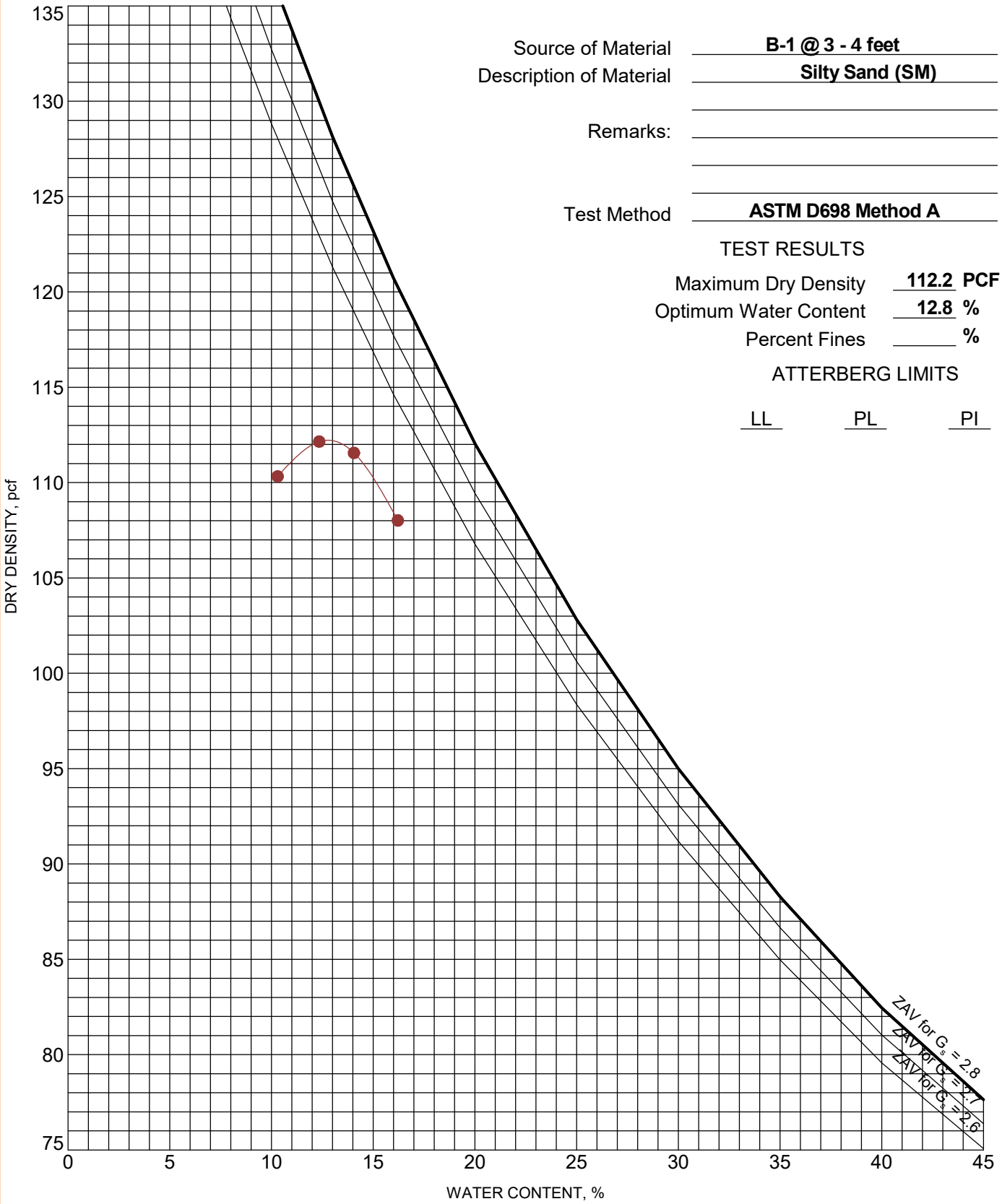
March 28, 2023

CLIENT: Parkhill
Midland, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS-2 A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/2/22

# MOISTURE-DENSITY RELATIONSHIP

**ASTM D698/D1557**




Source of Material: **B-1 @ 3 - 4 feet**

Description of Material: **Silty Sand (SM)**

Remarks:

Test Method: **ASTM D698 Method A**

TEST RESULTS

| | | |
|---|---|---|
| Maximum Dry Density | **112.2** | **PCF** |
| Optimum Water Content | **12.8** | **%** |
| Percent Fines | | **%** |

ATTERBERG LIMITS

| LL | PL | PI |
|---|---|---|
| | | |

PROJECT: TX-191 Sanitary Sewer Line

PACKET

SITE: TX-158 and Avalon Drive
Midland, TX

Terracon
10400 State Highway 191
Midland, TX

17 of 30

PROJECT NUMBER: A4225052

March 28, 2023

CLIENT: Parkhill
Midland, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTION - V2 A4225052 TX-191 FRONTAGE R.GPJ TERRACON_DATATEMPLATE.GDT 5/2/22

# SUPPORTING INFORMATION

**Contents:**

General Notes
Unified Soil Classification System

Note: All attachments are one page unless noted above.

# GENERAL NOTES

**DESCRIPTION OF SYMBOLS AND ABBREVIATIONS**
**TX-191 Sanitary Sewer Line ■ Midland, TX**
**Terracon Project No. A4225052**

Terracon GeoReport

| SAMPLING | WATER LEVEL | FIELD TESTS |
|---|---|---|
| Standard Penetration Test | **Water Initially Encountered**<br>**Water Level After a Specified Period of Time**<br>**Water Level After a Specified Period of Time**<br>**Cave In Encountered**<br><br>Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations. | **N** Standard Penetration Test Resistance (Blows/Ft.)<br>**(HP)** Hand Penetrometer<br>**(T)** Torvane<br>**(DCP)** Dynamic Cone Penetrometer<br>**UC** Unconfined Compressive Strength<br>**(PID)** Photo-Ionization Detector<br>**(OVA)** Organic Vapor Analyzer |

## DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

## LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

## STRENGTH TERMS

| RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance | | CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance | | |
|---|---|---|---|---|
| **Descriptive Term (Density)** | **Standard Penetration or N-Value Blows/Ft.** | **Descriptive Term (Consistency)** | **Unconfined Compressive Strength Qu, (tsf)** | **Standard Penetration or N-Value Blows/Ft.** |
| Very Loose | 0 - 3 | Very Soft | less than 0.25 | 0 - 1 |
| Loose | 4 - 9 | Soft | 0.25 to 0.50 | 2 - 4 |
| Medium Dense | 10 - 29 | Medium Stiff | 0.50 to 1.00 | 4 - 8 |
| Dense | 30 - 50 | Stiff | 1.00 to 2.00 | 8 - 15 |
| Very Dense | > 50 | Very Stiff | 2.00 to 4.00 | 15 - 30 |
| | | Hard | > 4.00 | > 30 |

## RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

## UNIFIED SOIL CLASSIFICATION SYSTEM

| Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A] | | | | | Soil Classification | |
|---|---|---|---|---|---|---|
| | | | | | Group Symbol | Group Name [B] |
| **Coarse-Grained Soils:** More than 50% retained on No. 200 sieve | **Gravels:** More than 50% of coarse fraction retained on No. 4 sieve | **Clean Gravels:** Less than 5% fines [C] | $Cu \geq 4$ and $1 \leq Cc \leq 3$ [E] | | GW | Well-graded gravel [F] |
| | | | $Cu < 4$ and/or [$Cc<1$ or $Cc>3.0$] [E] | | GP | Poorly graded gravel [F] |
| | | **Gravels with Fines:** More than 12% fines [C] | Fines classify as ML or MH | | GM | Silty gravel [F, G, H] |
| | | | Fines classify as CL or CH | | GC | Clayey gravel [F, G, H] |
| | **Sands:** 50% or more of coarse fraction passes No. 4 sieve | **Clean Sands:** Less than 5% fines [D] | $Cu \geq 6$ and $1 \leq Cc \leq 3$ [E] | | SW | Well-graded sand [I] |
| | | | $Cu < 6$ and/or [$Cc<1$ or $Cc>3.0$] [E] | | SP | Poorly graded sand [I] |
| | | **Sands with Fines:** More than 12% fines [D] | Fines classify as ML or MH | | SM | Silty sand [G, H, I] |
| | | | Fines classify as CL or CH | | SC | Clayey sand [G, H, I] |
| **Fine-Grained Soils:** 50% or more passes the No. 200 sieve | **Silts and Clays:** Liquid limit less than 50 | **Inorganic:** | PI > 7 and plots on or above "A" | | CL | Lean clay [K, L, M] |
| | | | PI < 4 or plots below "A" line [J] | | ML | Silt [K, L, M] |
| | | **Organic:** | Liquid limit - oven dried | < 0.75 | OL | Organic clay [K, L, M, N] |
| | | | Liquid limit - not dried | | | Organic silt [K, L, M, O] |
| | **Silts and Clays:** Liquid limit 50 or more | **Inorganic:** | PI plots on or above "A" line | | CH | Fat clay [K, L, M] |
| | | | PI plots below "A" line | | MH | Elastic Silt [K, L, M] |
| | | **Organic:** | Liquid limit - oven dried | < 0.75 | OH | Organic clay [K, L, M, P] |
| | | | Liquid limit - not dried | | | Organic silt [K, L, M, Q] |
| **Highly organic soils:** | Primarily organic matter, dark in color, and organic odor | | | | PT | Peat |

[A] Based on the material passing the 3-inch (75-mm) sieve.

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

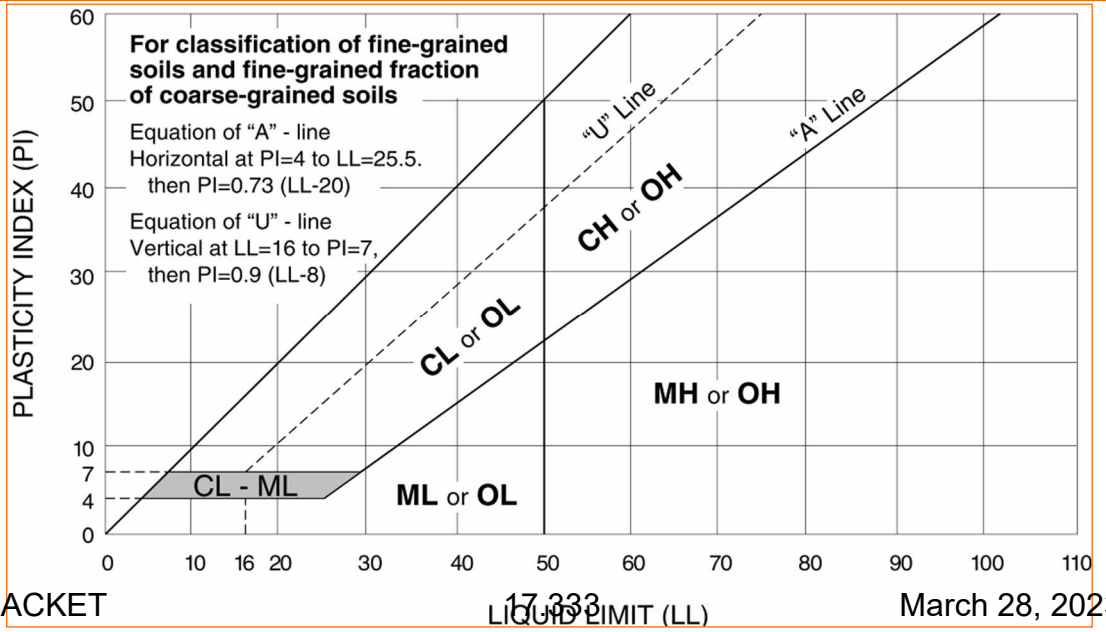
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.



# City of Midland
# SH-191 Wastewater Main Extension

## April 2023

Parkhill

1700 West Wall St.
Suite 100
Midland, TX 79701
432.697.1447

*Lori Blong - Mayor*

*Dan Corrales - At-Large*
*Robin Poole - At-Large*
*Scott Dufford - District 1*
*John Norman - District 2*
*Jack Ladd - District 3*
*Amy Stretcher Burkes - District 4*

## Sheet Index

### General


| | |
|---|---|
| G-001 | Cover Sheet and Index |
| G-002 | Project Location |
| G-003 | General Notes, Legend, and Contact List |


### Civil


| | |
|---|---|
| C-101 | Plan and Profile Sewer Line Sta 0+00 to Sta 8+00 |
| C-102 | Plan and Profile Sewer Line Sta 8+00 to Sta 16+00 |
| C-103 | Plan and Profile Sewer Line Sta 16+00 to Sta 24+00 |
| C-104 | Plan and Profile Sewer Line Sta 24+00 to Sta 32+00 |
| C-105 | Plan and Profile Sewer Line Sta 32+00 to Sta 40+00 |
| C-106 | Plan and Profile Sewer Line Sta 40+00 to Sta 48+00 |
| C-107 | Plan and Profile Sewer Line Sta 48+00 to Sta 56+00 |
| C-108 | Plan and Profile Sewer Line Sta 56+00 to Sta 64+00 |
| C-109 | Plan and Profile Sewer Line Sta 64+00 to Sta 72+00 |
| C-110 | Plan and Profile Sewer Line Sta 72+00 to Sta 80+00 |
| C-111 | Plan and Profile Sewer Line Sta 80+00 to Sta 88+00 |
| C-112 | Plan and Profile Sewer Line Sta 880+00 to Sta 96+15.03 |
| C-501 | Miscellaneous Sewer Details |
| C-502 | Miscellaneous Sewer Details |
| C-503 | Miscellaneous Sewer Details |
| C-504 | Miscellaneous Details |


Parkhill

PARKHILL SMITH & COOPER INC. F-1918
STATE OF TEXAS
KEVIN W. KRUEGER
81997
LICENSED
PROFESSIONAL ENGINEER
03/17/2023

Parkhill.com

City of Midland
SH-191 Wastewater Main Extention

MIDLAND
Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

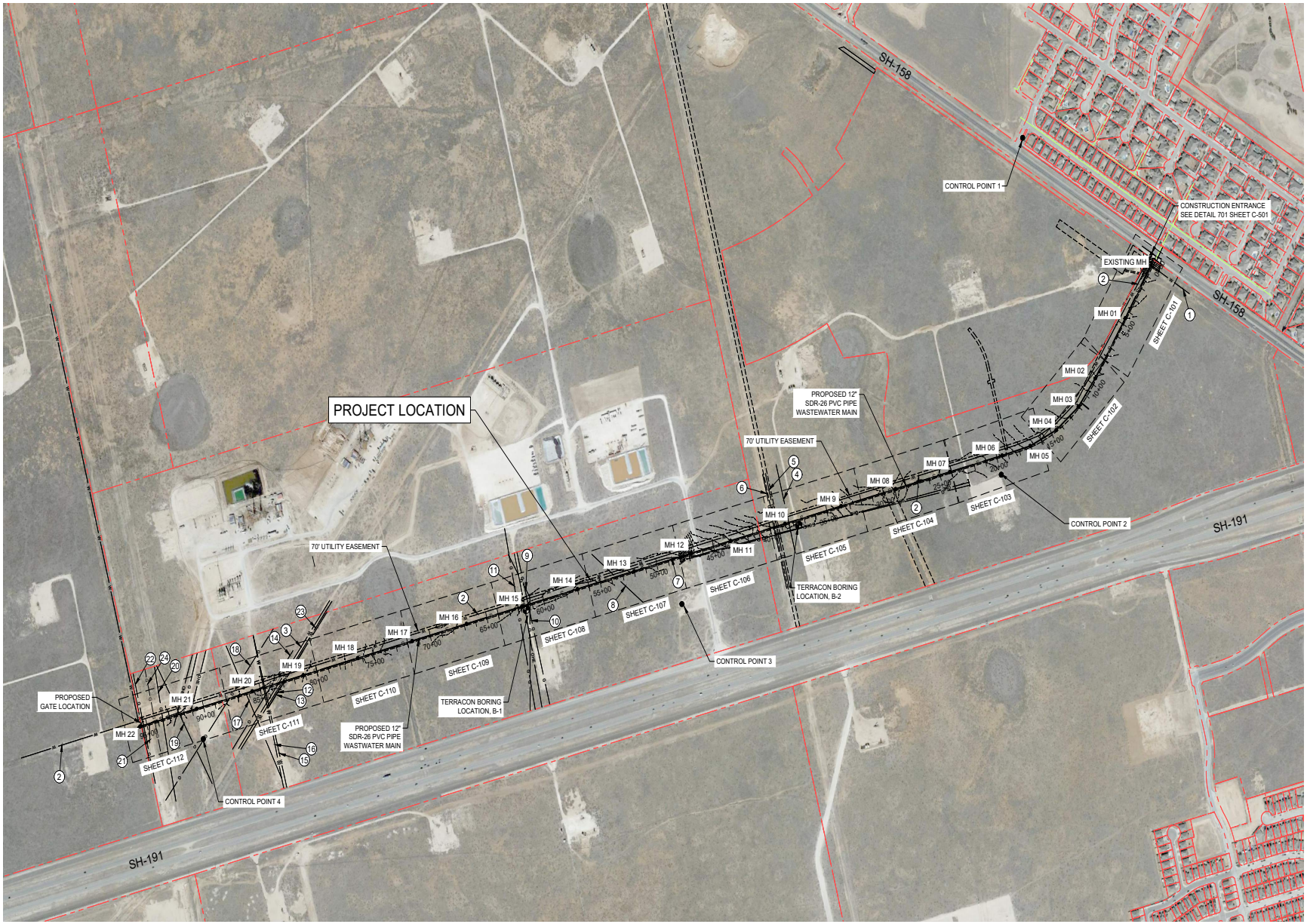
PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

Cover Sheet
And Index

**G-001**

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## EXISTING UTILITIES LEGEND

1. 30" CITY OF MIDLAND WATER MAIN
2. 16" CITY OF MIDLAND WATER MAIN
3. 33" CRMWD WATER MAIN
4. FRONTIER MIDSTREAM GAS LINE
5. ONEOK GAS LINE
6. CONCHO GAS LINE
7. GAS LINE
8. GAS LINE
9. GAS LINE
10. GAS LINE
11. DIAMONDBACK GAS LINE
12. GPM GAS LINE
13. GPM GAS LINE
14. DCP GAS LINE
15. DIAMONDBACK WATER LINE
16. DIAMONDBACK WATER LINE
17. DCP GAS LINE
18. DCP GAS LINE
19. ENDEAVOR GAS LINE
20. PLAINS GAS LINE
21. GAS LINE
22. ENLINK PERMIAN GAS LINE
23. 36" CITY OF MIDLAND WATER LINE
24. ENTERPRISE CRUDE OIL LINE

| SURVEY CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
| 1 | 10,696,058.88 | 1,723,932.75 | 2,858.25 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |
| 2 | 10,693,650.44 | 1,723,750.59 | 2,878.76 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |
| 3 | 10,692,760.83 | 1,721,023.06 | 2,889.20 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |
| 4 | 10,691,759.89 | 1,716,937.54 | 2,892.35 | 1/2" IRON ROD WITH BLUE PLASTIC CAP "PSC CONTROL" |

TEXAS COORDINATE SYSTEM OF 1983 (NAD'83), TC 4203, ELEVATIONS ARE BASED ON NAVD'88

PACKET 17.335 March 28, 2023

Parkhill

KEVIN W. KRUEGER 81997 LICENSED PROFESSIONAL ENGINEER 03/17/2023

Parkhill.com

# City of Midland
# SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!


CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100


PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

## Project Location And Controls

## G-002

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## LEGEND - EXISTING FEATURES

| | | | |
|---|---|---|---|
| CP | CONTROL POINT | GR | GAS RISER |
| CO | CLEANOUT | GSN | GAS LINE SIGN |
| DG | DOWN GUY | ICV | IRRIGATION CONTROL VALVE |
| EB | ELECTRIC BOX | MH | WASTEWATER MANHOLE |
| FH | FIRE HYDRANT | TPD | TELECOMMUNICATION PEDESTAL |
| FOB | FIBER OPTIC BOX | TB | TRAFFIC CONTROL BOX |
| FOSN | FIBER OPTIC LINE SIGN | UP | UTILITY POLE |
| GM | GAS METER | WM | WATER METER |
| WV | WATER VALVE | | |

- EDGE OF ASPHALT
- CONCRETE CURB AND GUTTER
- 2770.50 — EXISTING SURFACE CONTOUR
- ROAD CENTER-LINE
- UGT — UNDERGROUND TELECOMMUNICATION
- FOC — FIBER OPTIC LINE
- G — GAS LINE
- OHE — OVERHEAD ELECTRIC LINE
- S — WASTEWATER MAIN
- W — WATER MAIN
- ROW LINE
- EASEMENT LINE

## LEGEND - PROPOSED CONSTRUCTION

- WASTEWATER MANHOLE
- CAP/PLUG
- CASING
- W — WATER MAIN
- S — WASTEWATER MAIN

PACKET

## GENERAL NOTES

1. ALL EXISTING UTILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE THROUGHOUT CONSTRUCTION OF THE NEW MAIN EXCEPT AS NOTED IN THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES (INCLUDING SERVICE CONNECTIONS) FROM DAMAGE AS A RESULT OF CONSTRUCTION.
2. ALTHOUGH ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL MAJOR EXISTING UTILITIES ON PLANS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS) PRIOR TO AND DURING CONSTRUCTION.
3. ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION ARE TO BE SHOWN ON RECORD DRAWINGS. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR IS TO COORDINATE WITH UTILITY COMPANIES & LAND OWNERS TO VERIFY LOCATION OF EXISTING UTILITIES & CONTRACTOR MUST CALL THE RESPECTIVE "1-CALL" NUMBER FOR SUCH UTILITIES.
4. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER, TXDOT, WATER UTILITIES OWNERS AND LAND OWNERS ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
5. UNLESS OTHERWISE INDICATED, ALL EXISTING ROADWAYS, SIDEWALKS, & SURFACE GRADING AFFECTED BY CONSTRUCTION ACTIVITIES ARE TO BE RESTORED TO ORIGINAL CONDITION AND ELEVATION BY CONTRACTOR.
6. THE CITY'S UTILITY DEPARTMENT IS TO BE NOTIFIED 72 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES.
7. THE CONTRACTOR MUST NOTIFY THE CITY OF MIDLAND UTILITY DEPT., IN WRITING, OF ANY PROPOSED DUMP SITE(S) FOR OVERBURDEN FOR REVIEW AND APPROVAL. THE CONTRACTOR MUST OBTAIN APPROVAL OF ITS TRUCK ROUTE TO THE SITE, AS WELL AS FOR THE MATERIALS IT IS TO BE HAULING BEFORE REMOVAL OF OVERBURDEN FROM THE PROJECT SITE.
8. CONTRACTOR IS REQUIRED TO IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPPP) PLAN. CONTRACTOR MUST KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
9. CONTRACTOR IS TO VERIFY LOCATION OF EXISTING UTILITY MAINS BY POTHOLING AND/OR OTHER METHODS 2-WEEKS AHEAD OF PIPE LAYING CREWS TO ALLOW THE ENGINEER SUFFICIENT TIME TO INITIATE ANY NECESSARY CHANGES IN ALIGNMENT AND/OR GRADE OF THE PIPELINE.
10. UNLESS INDICATED OTHERWISE ON THE DRAWINGS, CONTRACTOR SHALL PROVIDE A MINIMUM COVER FROM TOP OF PIPE TO FINISH GRADE FOR ALL NEW PIPES AS FOLLOWS:
    WATER MAIN = 5.0'
    WASTEWATER MAIN = 6.5'
    ALL NEW UTILITY CROSSINGS SHALL FOLLOW APPLICABLE CITY OF MIDLAND DETAILS AND TXDOT REQUIREMENTS, WHICHEVER OF THE TWO IS MORE STRINGENT..
11. FIELD VERIFY ALL WATER AND WASTEWATER MATERIAL, SIZE, AND ELEVATION PRIOR TO ORDERING AND INSTALLING FITTINGS AND MANHOLES.
12. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN CONSTRUCTION DRAWINGS.
13. PLUGS/CAPS FOR WASTEWATER AND WATER MAINS ARE SHOWN AS AN APPROXIMATE LOCATION. PLUGS NEAR PROPOSED MANHOLES SHALL BE INSTALLED FLUSH WITH THE INSIDE OF SUCH MANHOLE. CAPS NEAR PROPOSED WATER CONNECTIONS SHALL BE INSTALLED IMMEDIATELY AFTER CONNECTION.
14. CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE STANDARDS AND REGULATIONS FOR WORK IN TxDOT RIGHT-OF-WAY.
15. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHENEVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENTS, OR REGULATION WILL GOVERN.
16. PRIOR TO BEGINING WORK ADJACENT TO AND/OR WITHIN TxDOT RIGHT-OF-WAY CONTRACTOR MUST PREPARE A TRAFFIC CONTROL PLAN & SUBMIT TO TxDOT FOR APPROVAL. CONTRACTOR IS TO NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED, A COPY OF WHICH IS TO BE PROVIDED TO THE ENGINEER. TRAFFIC CONTROL PLAN MUST BE PREPARED IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS.
17. PRIOR TO BEGINING WORK ADJACENT TO AND/OR WITHIN CITY RIGHT-OF-WAY CONTRACTOR MUST PREPARE A TRAFFIC CONTROL PLAN & SUBMIT TO THE CITY FOR APPROVAL. CONTRACTOR IS TO NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED, A COPY OF WHICH IS TO BE PROVIDED TO THE ENGINEER. TRAFFIC CONTROL PLAN MUST BE PREPARED IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS.
18. CONTRACTOR IS TO WORK CONTINUOUSLY TO RESTORE ROADWAYS TO PLACE THEM BACK IN SERVICE. IF IN THE OPINION OF THE ENGINEER THE CONTRACTOR IS NOT WORKING DILIGENTLY, TO REPLACE THE PAVEMENT, THIS MAY BE CAUSE FOR THE CONTRACTOR TO CEASE WORK ON OTHER AREAS UNTIL THE ROADWAYS ARE RESTORED AND PAVEMENT REPLACED TO RESTORE TO THE ORIGINAL CONDITION.
19. CONTRACTOR IS TO USE A NIGHT PLUG AND SEAL THE OPENINGS OF THE PIPE DURING NON-WORKING HOURS.
20. CONTRACTOR IS TO COMPILE A RECORD OF ALL FOUND UNDERGROUND UTILITIES. THIS INFORMATION IS TO BE TRANSFERRED TO FINAL RECORD DRAWINGS.
21. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING ALL IMPROVEMENTS IN ACCORDANCE WITH CITY OF MIDLAND STANDARDS, DETAILS, AND REQUIREMENTS UNLESS INDICATED OTHERWISE ON THE DRAWINGS AND SPECIFICATIONS.
22. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DETAILS AND SPECIFICATIONS CONFORM WITH CITY OF MIDLAND STANDARDS, DETAILS, AND REQUIREMENTS AND MAKE ENGINEER AWARE OF ANY DISCREPANCIES.
23. ALL EXISTING IRRIGATION MUST BE REPAIRED TO EXISTING CONDITIONS AT CONTRACTORS COST.
24. CONTRACTOR MUST EXHIBIT CAUTION DURING CONSTRUCTION ACTIVITIES AS VARIOUS BURIED AND OVERHEAD UTILITIES EXIST IN THE PROJECT AREA.
25. CONTRACTOR IS REQUIRED TO GIVE ENGINEER 72-HOURS NOTICE FOR INSPECTION/TESTING OF ALL CRITICAL ASPECTS OF THE PROJECT. THESE INCLUDE, BUT ARE NOT LIMITED TO, INSPECTION/TESTING OF: PIPE EMBEDMENT, FITTING RESTRAINT, PIPE BACKFILL, WARNING TAPE, SUBGRADE, REINFORCEMENT, BASE PRIME COAT, CONCRETE & HMAC OPERATIONS, MANDREL TESTING, PRESSURE TESTING, DISINFECTION TESTING, ETC.
26. ALL BACKFILL UNLESS OTHERWISE SPECIFIED MUST BE DONE IN 12" LIFTS, COMPACTED TO 95% OF ASTM D1557, +/- 2% OPTIMAL MOISTURE CONTENT.
27. FOR ALL REMOVED ITEMS (WATER SERVICES, FIRE HYDRANTS, VALVE BOXES, ETC.) BACKFILL AND REPLACE SURFACE TO MATCH ADJACENT SURFACING. INCLUDE IN APPLICABLE BID COST FOR APPURTENANCE REMOVAL.
28. RECONNECT ALL EXISTING WATER SERVICES WHETHER SHOWN ON PLANS OR NOT. VERIFY ALL EXISTING SERVICES ARE RECONNECTED.
29. ELEVATION AND DIMENSIONS SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY DATA. THROUGHOUT CONSTRUCTION COORDINATE WITH ENGINEER TO ENSURE ALL REQUIREMENTS, REGULATIONS, AND DESIGN INTENT ARE MET. CONTRACTOR IS SOLELY RESPONSIBLE IN MEETING THE DESIGN INTENT.
30. CONCRETE COLLARS, VALVE BOXES, AND MANHOLE RING AND COVERS MUST BE FLUSH WITH ADJACENT SURFACING. CONTRACTOR MUST ADJUST AS NECESSARY BASED ON FIELD CONDITIONS.
31. AS NECESSARY, COORDINATE RELOCATION OF LANDOWNER EQUIPMENT WITH ENGINEER.
34. CONTRACTOR IS TO PERFORM THE WORK AS SHOWN HEREIN AND IN THE SPECIFICATIONS IN SUCH A MANNER TO PROVIDE UNINTERRUPTED WATER AND WASTEWATER SERVICE DURING ALL CONSTRUCTION ACTIVITIES.
35. FIELD VERIFY ALL WATER AND WASTEWATER MATERIAL, SIZE, AND ELEVATION PRIOR TO ORDERING AND INSTALLING.
36. ROCK MAY BE PRESENT IN THE ALIGNMENTS. NO EXTRA COMPENSATION WILL BE MADE FOR SOLID ROCK EXCAVATION. THE CONTRACTOR IS EXPECTED TO MAKE BORING OF HIS OWN AND SATISFY HIMSELF OF THE CHARACTER OF MATERIAL WHICH WILL BE ENCOUNTERED.
37. CONTRACTOR IS TO COORDINATE WITH APPLICABLE UTILITY OWNERS, OBTAIN ALL REQUIRED PERMITS, AND ADHERE TO ALL REQUIREMENTS BY SUCH UTILITY OWNERS FOR CROSSING OF THEIR UTILITIES.
38. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.
39. THERE IS TO BE NO MATERIAL STORAGE WITHIN TxDOT RIGHT-OF-WAY. MATERIAL STORAGE TO BE AS APPROVED BY ENGINEER.
40. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
41. CONTRACTOR HAS SOLE RESPONSIBILITY FOR ALL CONSTRUCTION STAKING.
42. ALL UTILITY COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
43. CONCRETE RINGS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
44. ALL PUBLIC UTILITY TRENCH REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF PUBLIC UTILITY TRENCH EXCAVATION.
45. ALL SAW-CUTTING IS TO HAVE CLEAN, STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.
46. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE STATED IN CONSTRUCTION DRAWINGS.
47. ALL CONCRETE PAVEMENT, FILLET, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
48. EXISTING INFRASTRUCTURE IDENTIFIED FOR REMOVAL IS TO BE REMOVED IN ITS ENTIRETY, INCLUDING ANY VALVES, FITTINGS, STRUCTURE, AND APPURTENANCES.
49. ALL ITEMS TO BE REMOVED OR DEMOLISHED BECOME THE OWNERSHIP OF THE CONTRACTOR. CONTRACTOR SHALL LEGALLY DISPOSE OF ALL ITEMS IN AN EPA-APPROVED LANDFILL.
50. WATER MAIN DEFLECTIONS WHERE SPECIFIED OR REQUIRED ARE TO MEET PIPE MANUFACTURER SPECIFICATIONS FOR INSTALLATION. AS NECESSARY, FURNISH AND INSTALL APPLICABLE FITTING(S) TO ENSURE DEFLECTION REQUIREMENTS ARE MET.
51. CONTRACTOR MUST HOLD PRIOR TO BIDDING (EITHER ON PAYROLL OR THROUGH CONTRACT ) TCEQ WATER AND TCEQ WASTEWATER CLASS D LICENSES. TCEQ CLASS 1 WASTEWATER COLLECTORS LICENSE MY BE HELD IN LIEU OF THE CLASS D WASTEWATER LICENSE. BIDDERS MUST SUBMIT PROOF OF BOTH TCEQ WATER AND WASTEWATER LICENSES WITH THE BID SUBMITTAL OR IT WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED. BOTH LICENSES MUST BE MAINTAINED FOR THE ENTIRETY OF PROJECT.
52. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR MUST FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, THE PLANS INCLUDING ALL NOTES, AND ANY OTHER APPLICABLE STANDARDS AND SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, AND SEQUENCES AND PROCEDURES OF CONSTRUCTION AND ANY SAFETY PRECAUTION PROGRAMS RELATING IN ANY WAY TO THE CONDITIONS OF THE PREMISES.
53. CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES AND TRAFFIC TO EASEMENT AREA AS SHOWN ON DRAWINGS. NO WORK OR ACCESS IS GRANTED TO AREAS OUTSIDE OF THE EASEMENT.
54. CONTRACTOR SHALL PREVENT EQUIPMENT FROM OPERATING WITHIN 10 FEET OF THE EXISTING WATER LINE LOCATED IN THE EASEMENT. WHERE EQUIPMENT CROSSING ARE REQUIRED, WATER LINE SHALL BE PROTECTED TO THE SATISFACTION OF THE CITY OF MIDLAND.
55. MATERIAL SHALL NOT BE STORED WITHIN 10 FEET OF UTILITY LINES. EQUIPMENT OR VEHICLES SHALL NOT BE PARKED WITHIN 10 FEET OF UTILITY LINES.
55. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING AND STAKING, TRAFFIC CONTROL AND TESTING AS REQUIRED BY CONTRACT DOCUMENTS.

## UTILITIES AND AGENCIES CONTACT LIST

**CITY OF MIDLAND**
300 N. LORAINE
MIDLAND, TEXAS 79701
OFFICE: (432) 685-7100
MR. CARL CRAIGO, P.E.

**PARKHILL**
PARKHILL
1700 WEST WALL STREET
MIDLAND, TEXAS 79701
(432) 697-1447
MR. KEVIN W. KRUEGER, P.E.

**TEXAS 811**
11880 GREENVILLE, SUITE 120
DALLAS, TEXAS 75243
(800) 344-8377

**DIAMONDBACK ENERGY, INC**
500 WEST TEXAS AVE. STE 1200
MIDLAND, TX 79701
(432) 699-9332

**ENDEAVOR ENERGY RESOURCES**
110 N. MARIENFELD STREET
MIDLAND, TEXAS 79701
(432) 570-0186

**"1 CALL UTILITY LOCATING COMPANIES"**
1-800-DIG TESS (344-8377) TX 1 CALL (1-800-245-4545) LONE STAR (1-800-669-8344) (806) 376-8600

**FIBERLIGHT OF TEXAS**
3000 SUMMIT PLACE, STE 200
MIDLAND, TEXAS 79701
(800) 672-0181

**ENLINK MIDSTREAM**
1722 ROUTH ST., STE 1300
DALLAS, TX 75201
(877) 593-08221 OFFICE
(432) 701-3099 FIELD

**ONEOK NLG PIPELINE**
100 WEST FIFTH STREET
TULSA, OK 74103
(800) 562-5879 OR
(888) 215-5137

**FRONTIER ENERGY**
5100 I-20 NSR
MIDLAND, TX 79703
(432) 694-2195

**PLAINS PIPELINE L.P.**
333 CLAY STREET SUITE 1600
HOUSTON, TX 77002
(210) 403-4511

**DCP MIDSTREAM (GPM)**
2107 CITY WEST BLVD. SUITE 600
HOUSTON, TX 77042
(713) 735-3600

**CRMWD**
PO BOX 869
BIG SPRING, TX 79721
(432) 267-6341 OFFICE
(432) 213-0352 FIELD

**CONOCO PHILIPS (CONCHO RESOURCES)**
600 W. ILLINOIS AVE.
MIDLAND, TX 79701
(432) 253-9676

**ENTERPRISE CRUDE OIL**
1100 LOUISIANA ST., 10TH FL
HOUSTON, TEXAS 77002
(800) 220-1058

17 356

March 28 2023


Parkhill
PARKHILL, SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-2580
KEVIN W. KRUEGER 81997 LICENSED PROFESSIONAL ENGINEER
03/17/2023
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# City of Midland SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!


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300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

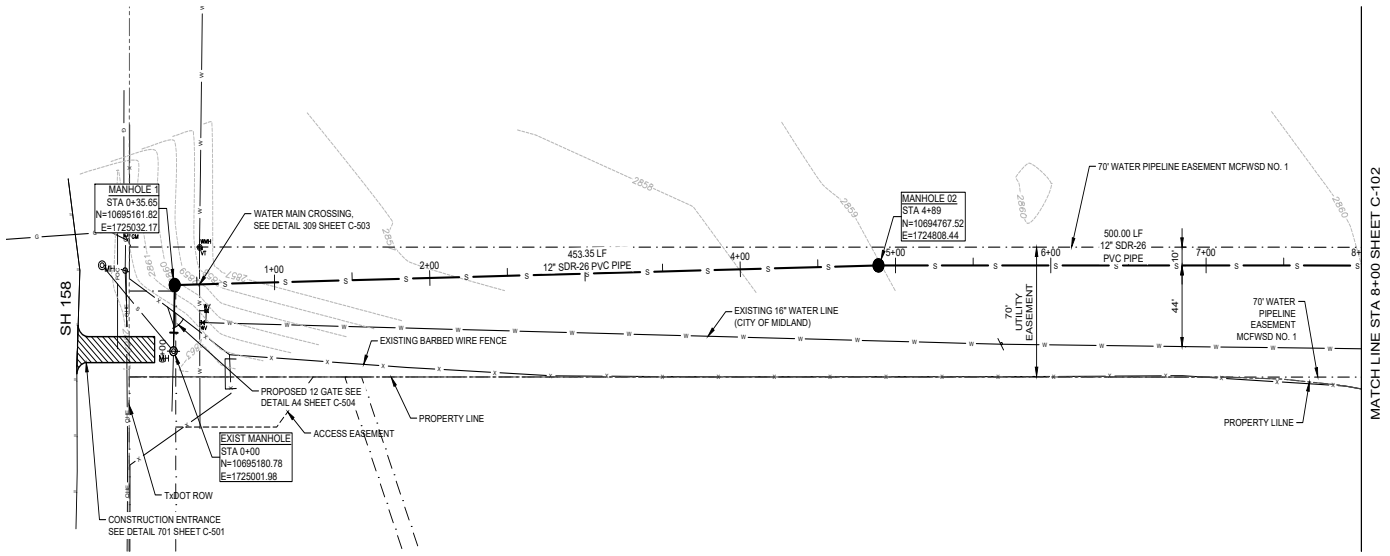

PROJECT NO.
6131.22

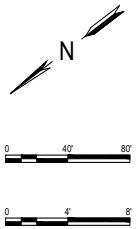
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| 1 | 03/17/2023 | Bid Set |

# General Notes, Legend, Contact List

# G-003

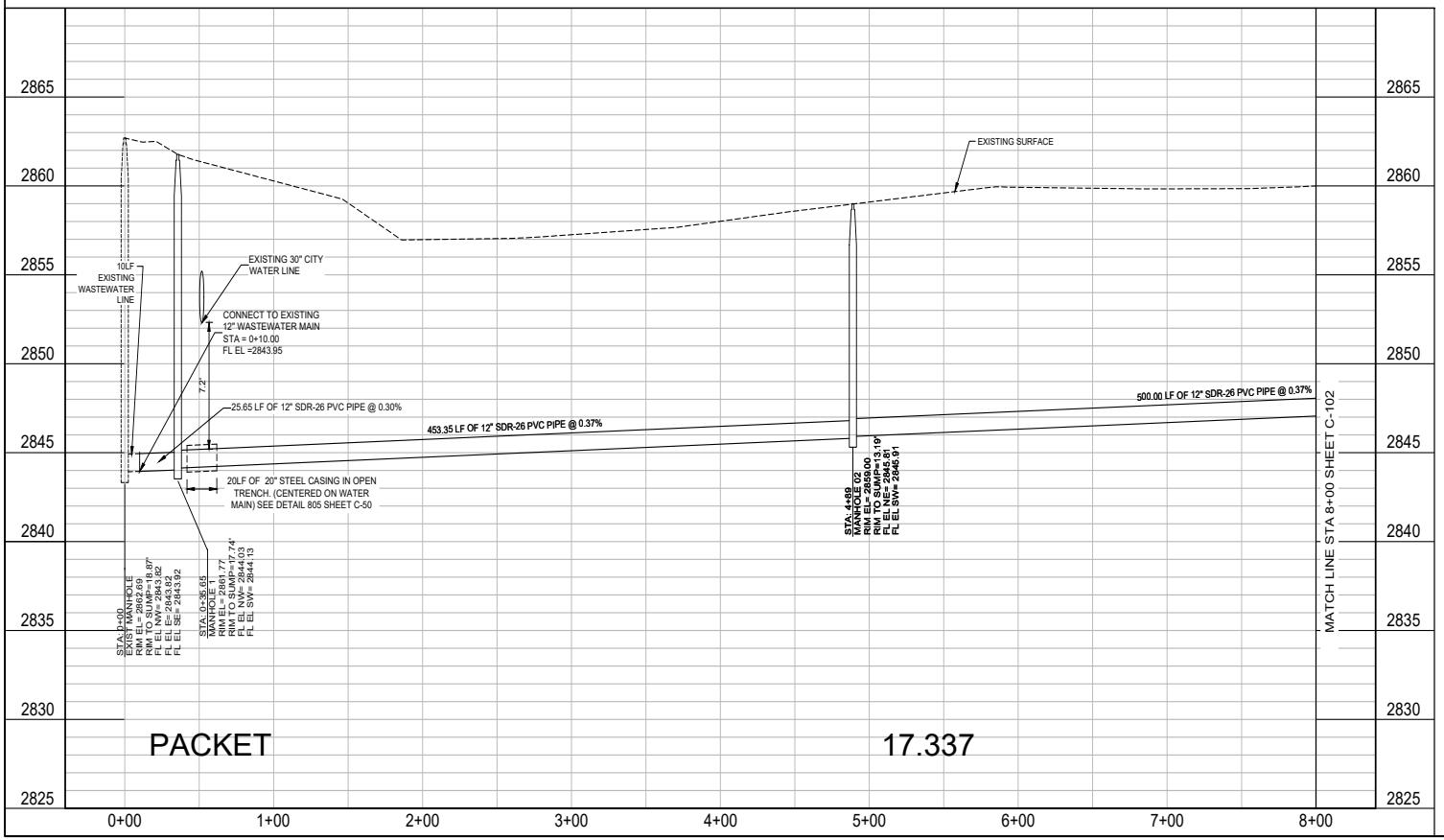

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## GENERAL NOTES

A. CONTRACTOR SHALL PROVIDE MINIMUM 10 WORKING DAYS NOTICE TO CITY OF MIDLAND PRIOR TO START OF ANY WORK THAT WILL REDUCE THE UNDISTURBED SOIL ABOVE THE 30" WATER PIPELINE.
B. VIBRATORY COMPACTION SHALL NOT BE USED WITHIN 15 FEET OF THE CITY OF MIDLAND WATER PIPELINES.
C. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.
D. CITY OF MIDLAND CREWS SHALL BE ON-SITE DURING EXCAVATIONS CROSSING OR EXPOSING CITY UTILITY LINES.
E. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.337

March 28, 2023

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KEVIN W. KRUEGER
81997
LICENSED PROFESSIONAL ENGINEER
03/17/2023

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# City of Midland
# SH-191 Wastewater Main Extention

MIDLAND
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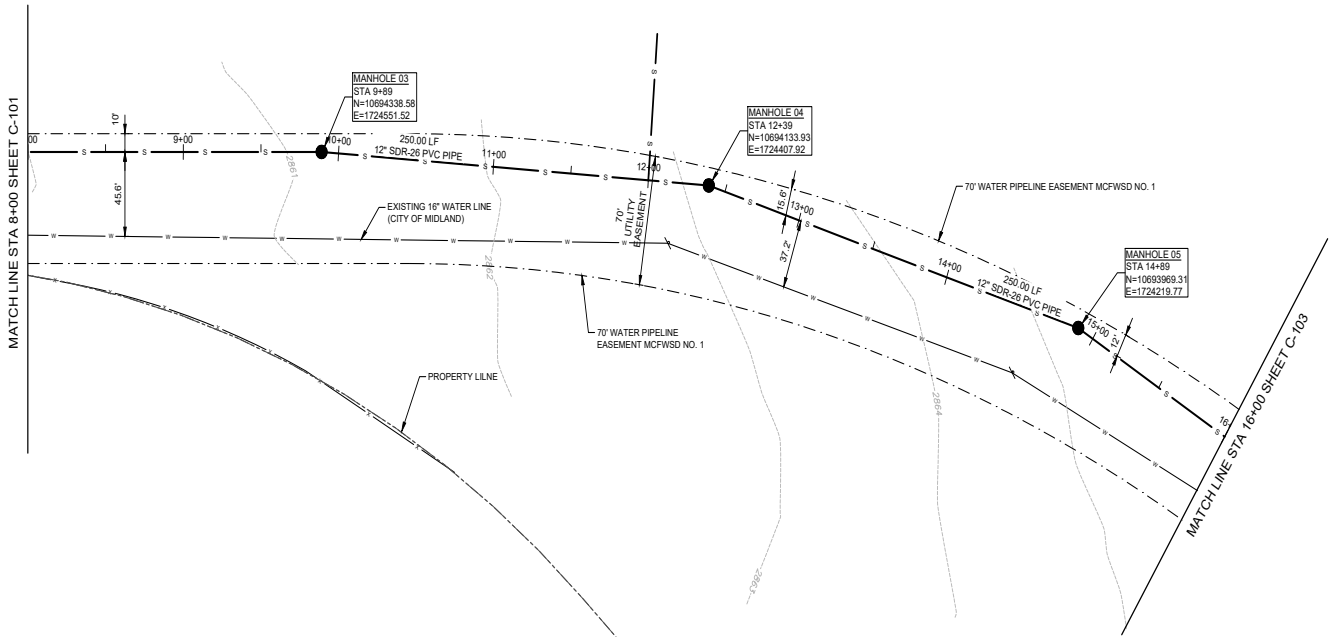

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City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

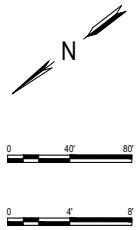

PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
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## Plan and Profile Sewer Line Sta 0+00 To Sta 8+00

# C-101

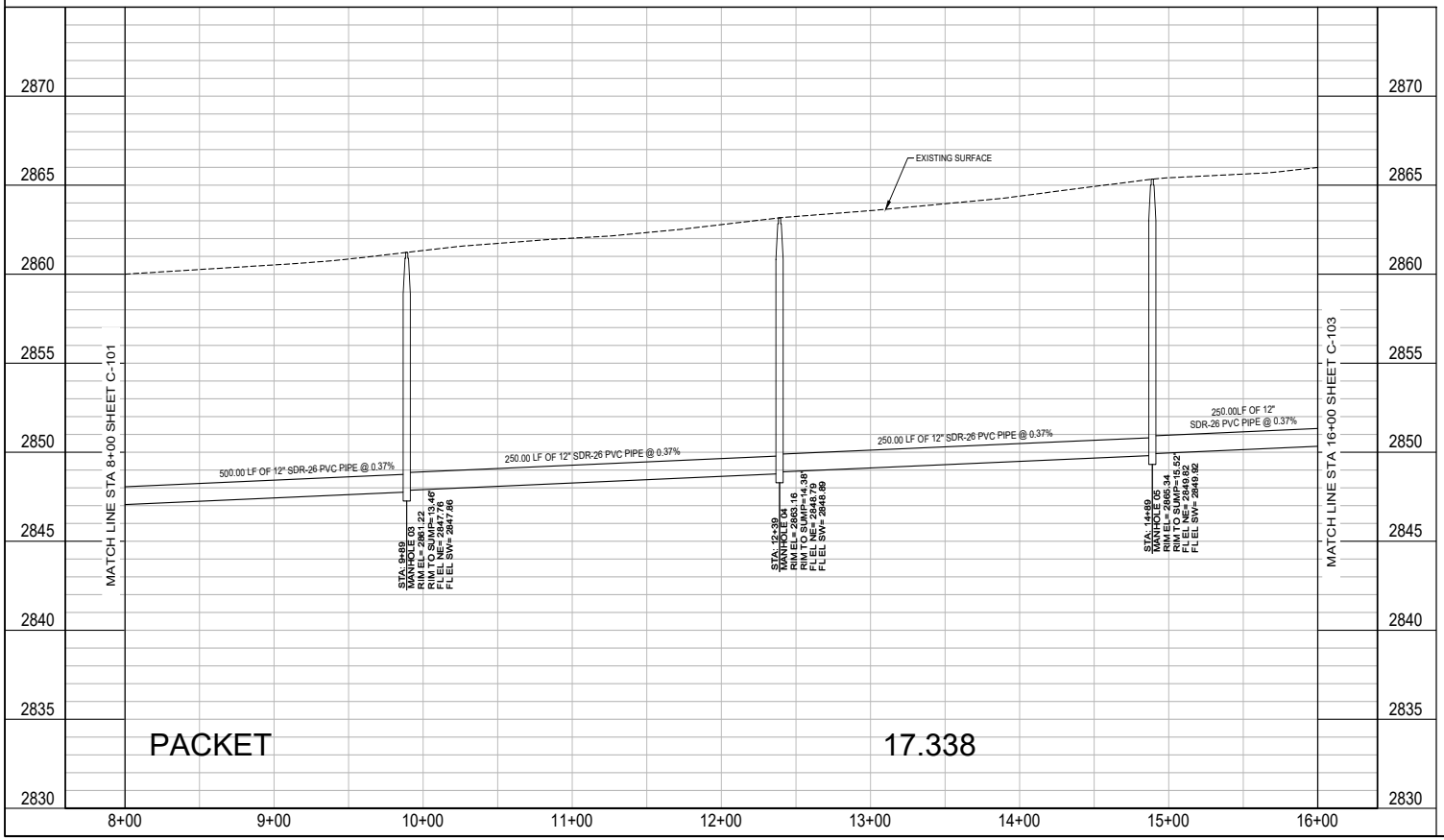



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.338 March 28, 2023

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# City of Midland
# SH-191 Wastewater Main Extention

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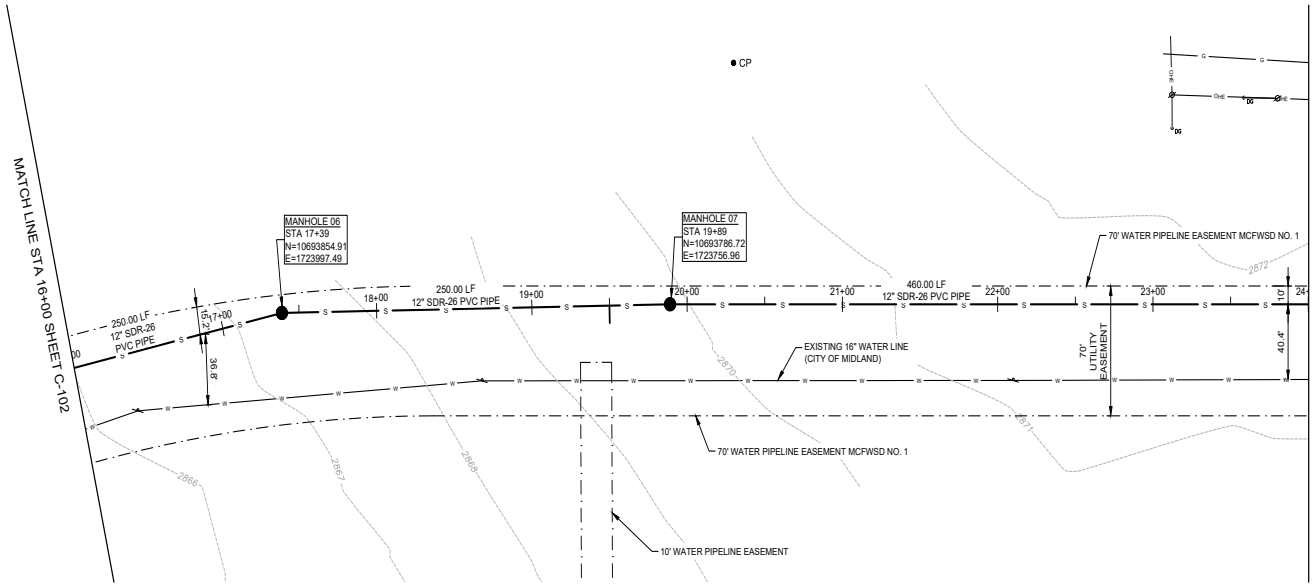

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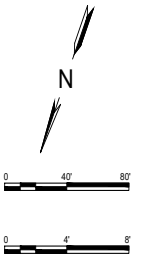
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| 1 | 03/17/2023 | Bid Set |

**Plan and Profile**
**Sewer Line**
**Sta 8+00 To**
**Sta 16+00**

**C-102**

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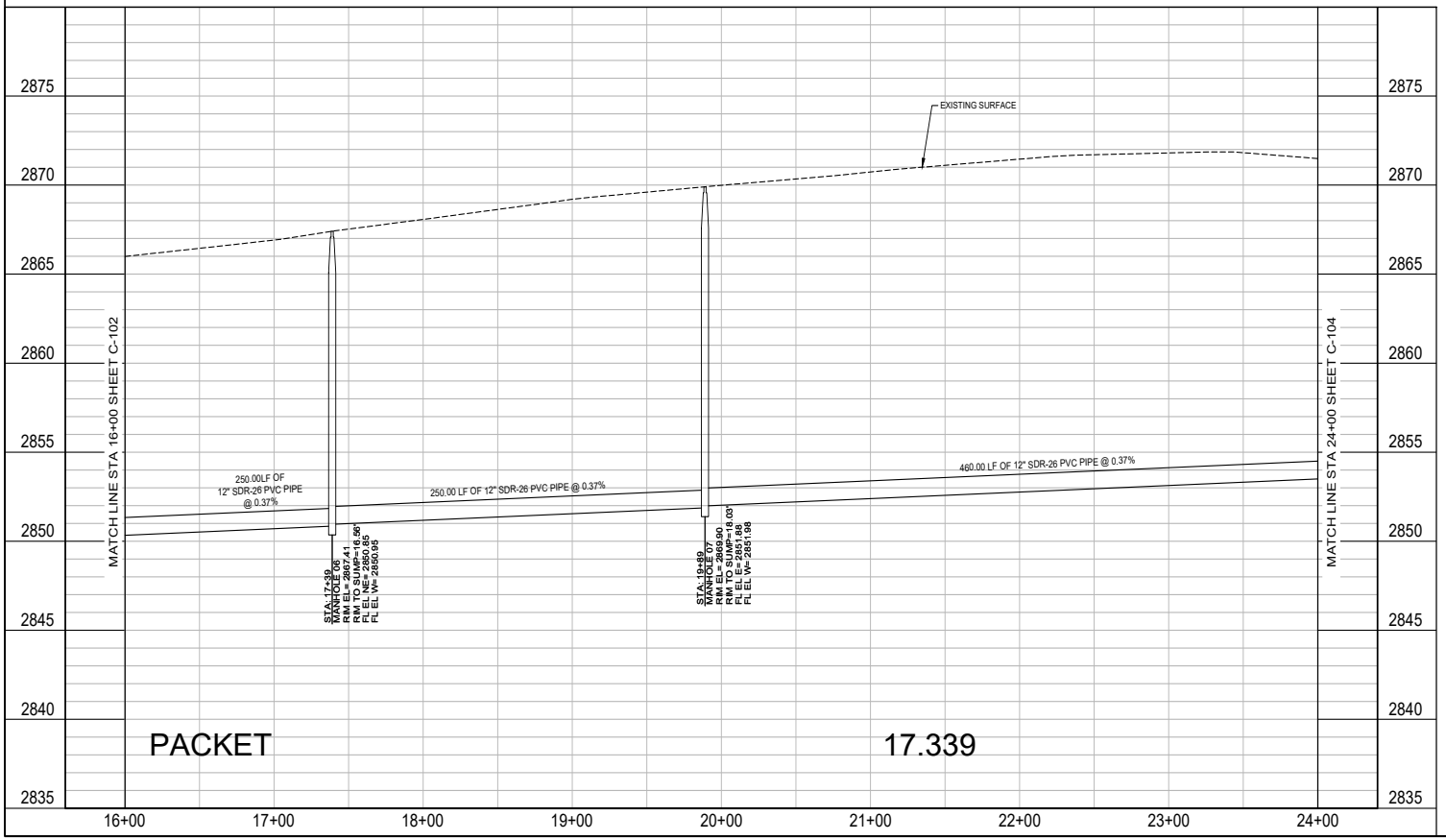



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.339

March 28, 2023

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# City of Midland
# SH-191 Wastewater Main Extention

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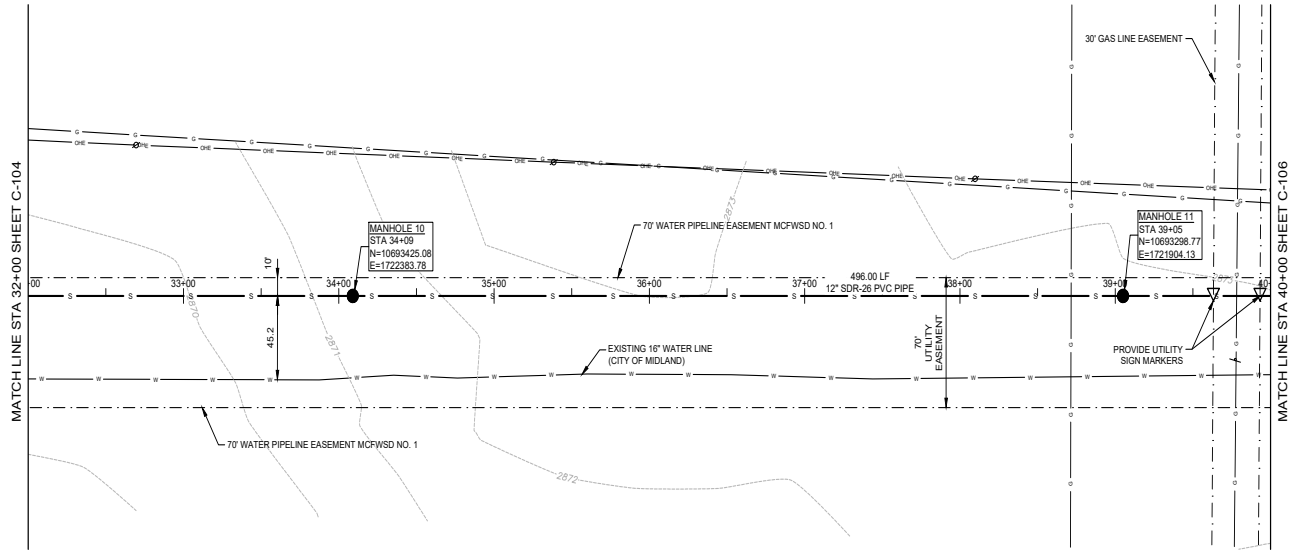
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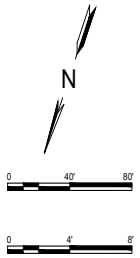
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| 1 | 03/17/2023 | Bid Set |

## Plan and Profile Sewer Line Sta 16+00 To Sta 24+00

# C-103

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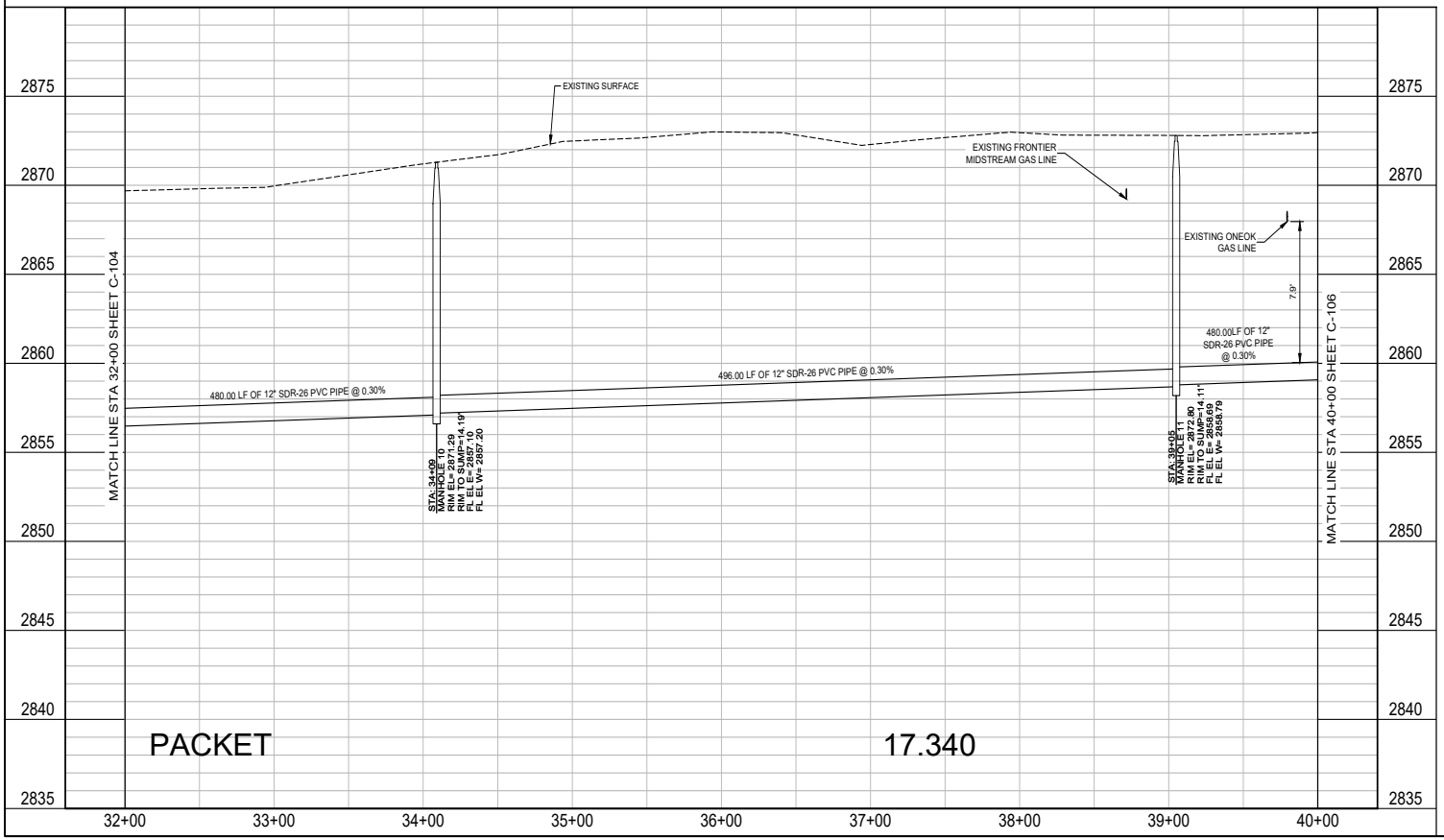



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.340 March 28, 2023

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03/17/2023

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# City of Midland
# SH-191 Wastewater Main Extention

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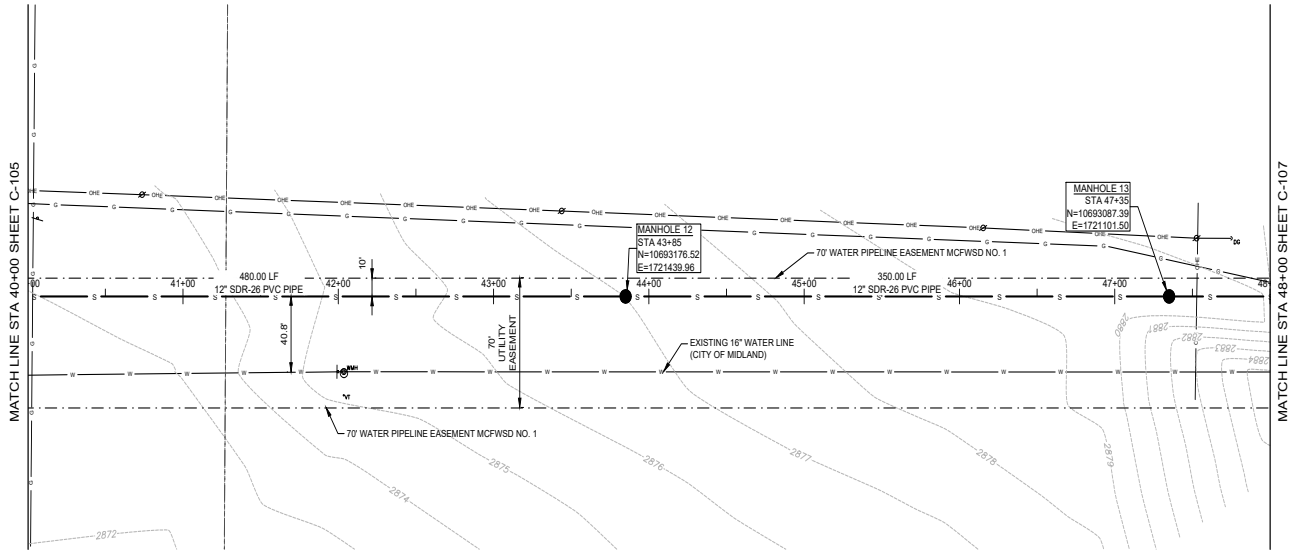

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City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

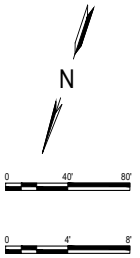

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| # | DATE | DESCRIPTION |
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| 1 | 03/17/2023 | Bid Set |

## Plan and Profile Sewer Line Sta 32+00 To Sta 40+00

**C-105**

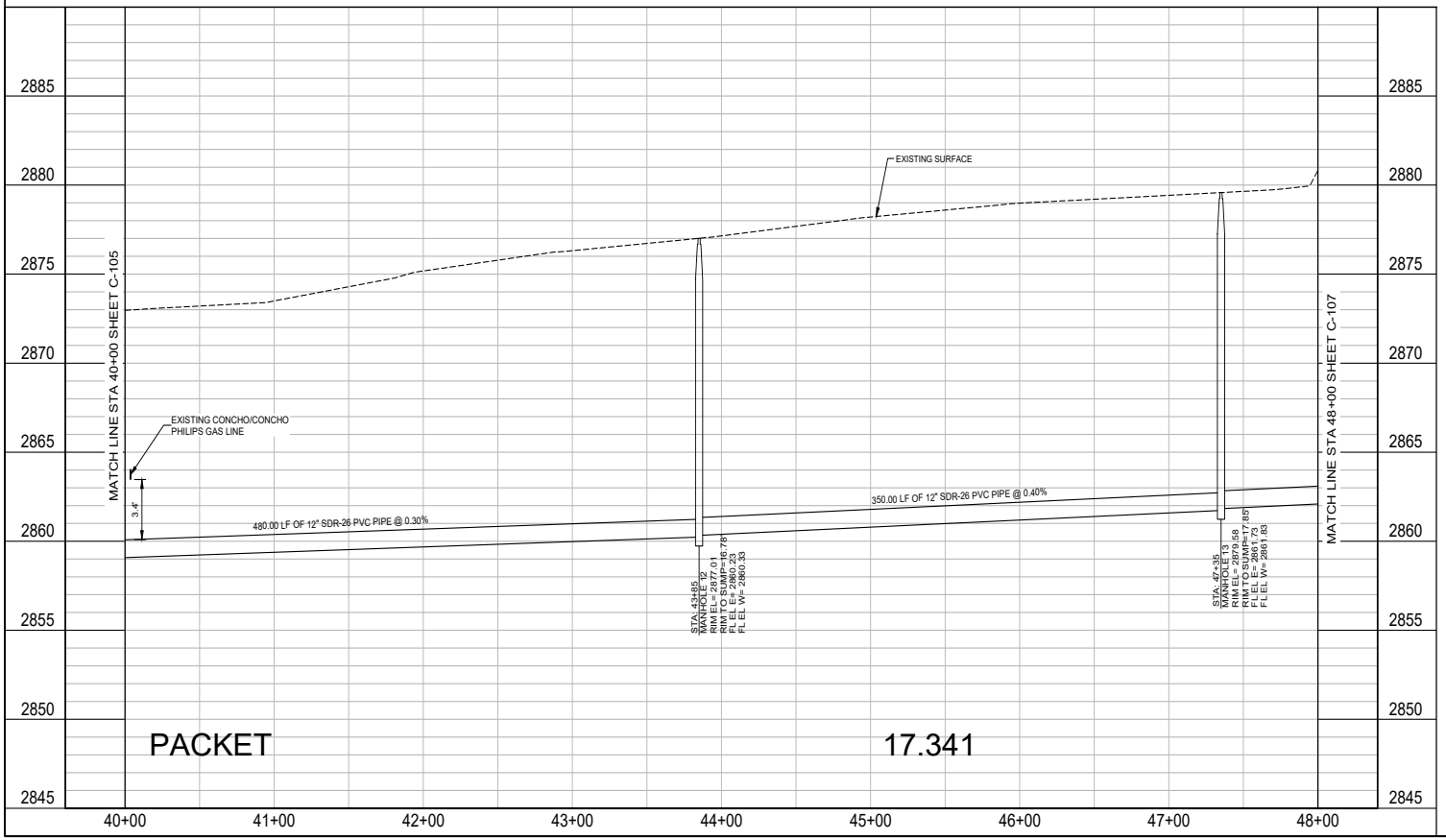



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.341 March 28, 2023

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81997
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03/17/2023

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**City of Midland**
**SH-191 Wastewater Main Extention**

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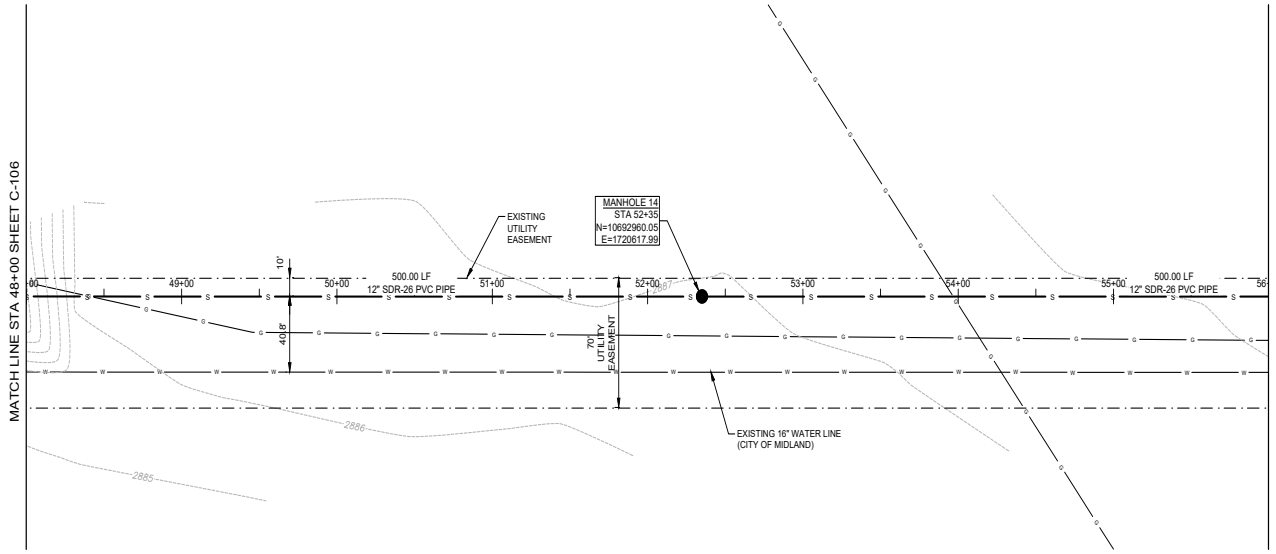

CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

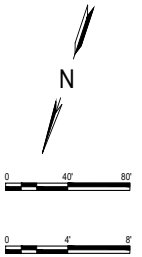

PROJECT NO.
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| # | DATE | DESCRIPTION |
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| 1 | 03/17/2023 | Bid Set |

**Plan and Profile**
**Sewer Line**
**Sta 40+00 To**
**Sta 48+00**

# C-106

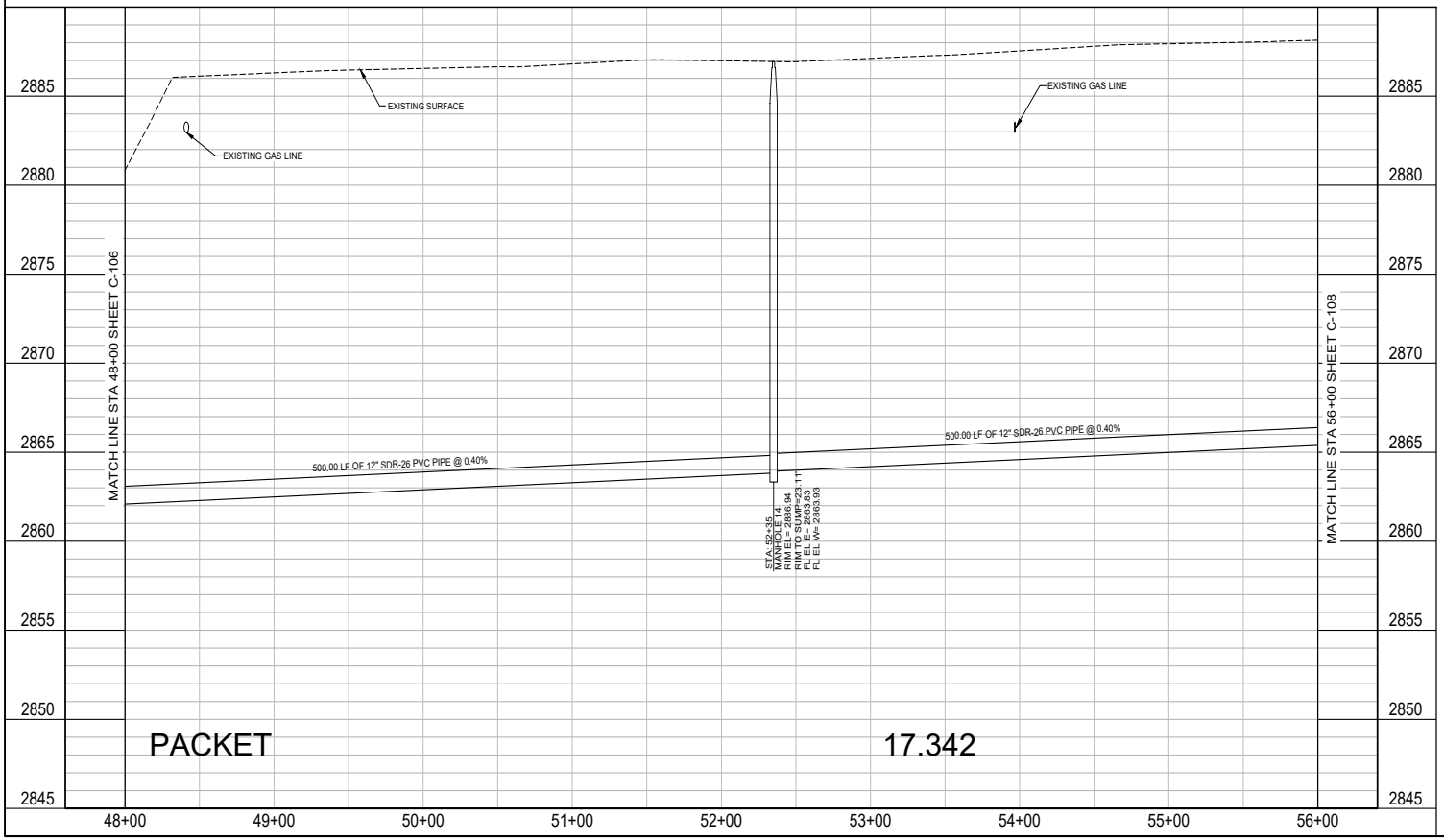



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.342

March 28, 2023

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LICENSED PROFESSIONAL ENGINEER
03/17/2023

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# City of Midland
# SH-191 Wastewater Main Extention

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Midland, Texas
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(432) 685-7100

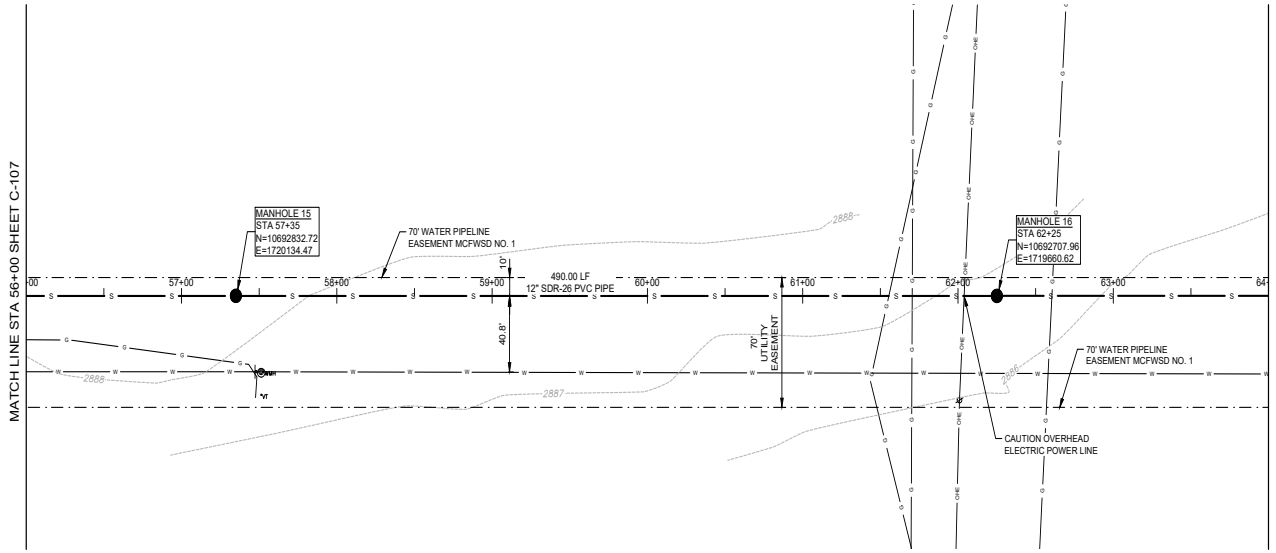
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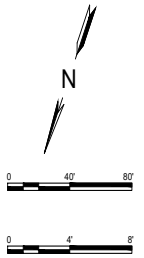
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## Plan and Profile Sewer Line Sta 48+00 To Sta 56+00

# C-107

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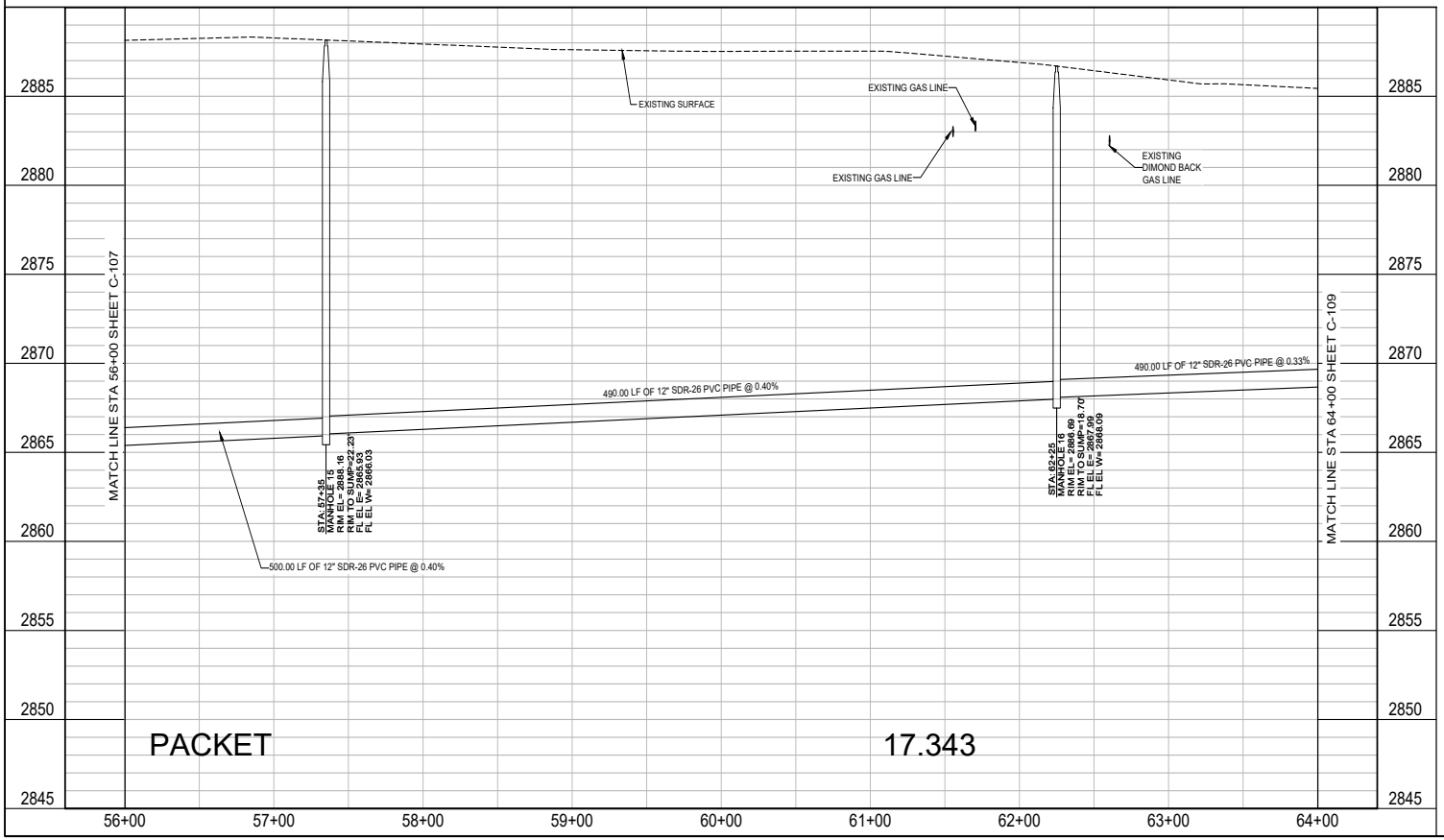



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.343 March 28, 2023

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Parkhill

KEVIN W. KRUEGER
81997
LICENSED
PROFESSIONAL
ENGINEER
03/17/2023

Parkhill.com

# City of Midland
# SH-191 Wastewater Main Extention

MIDLAND
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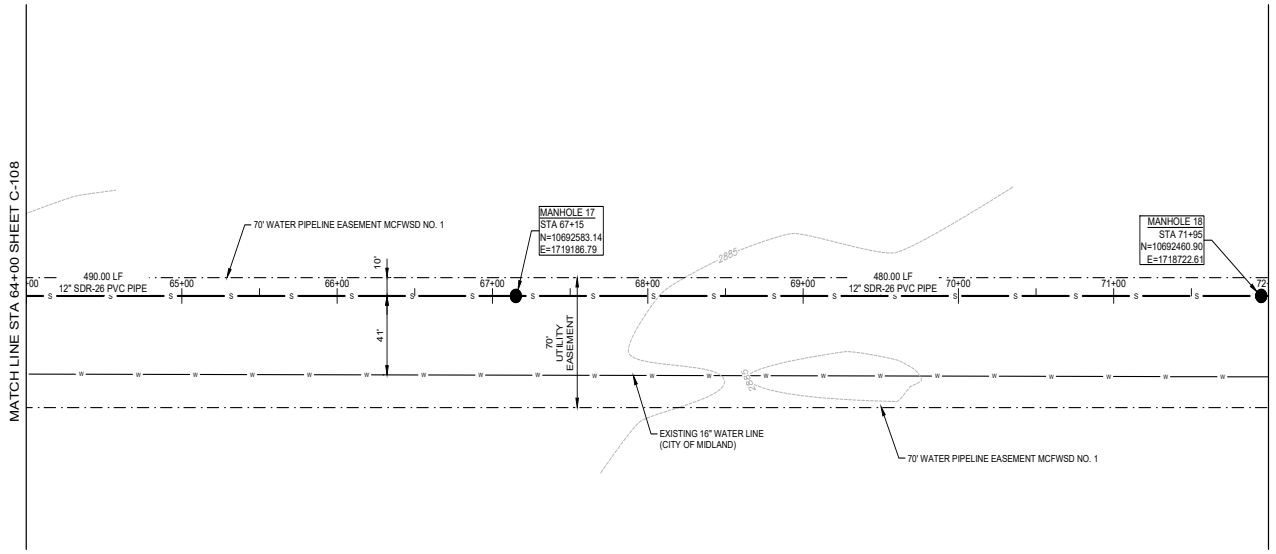

CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

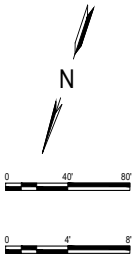

PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

## Plan and Profile Sewer Line Sta 56+00 To Sta 64+00

# C-108

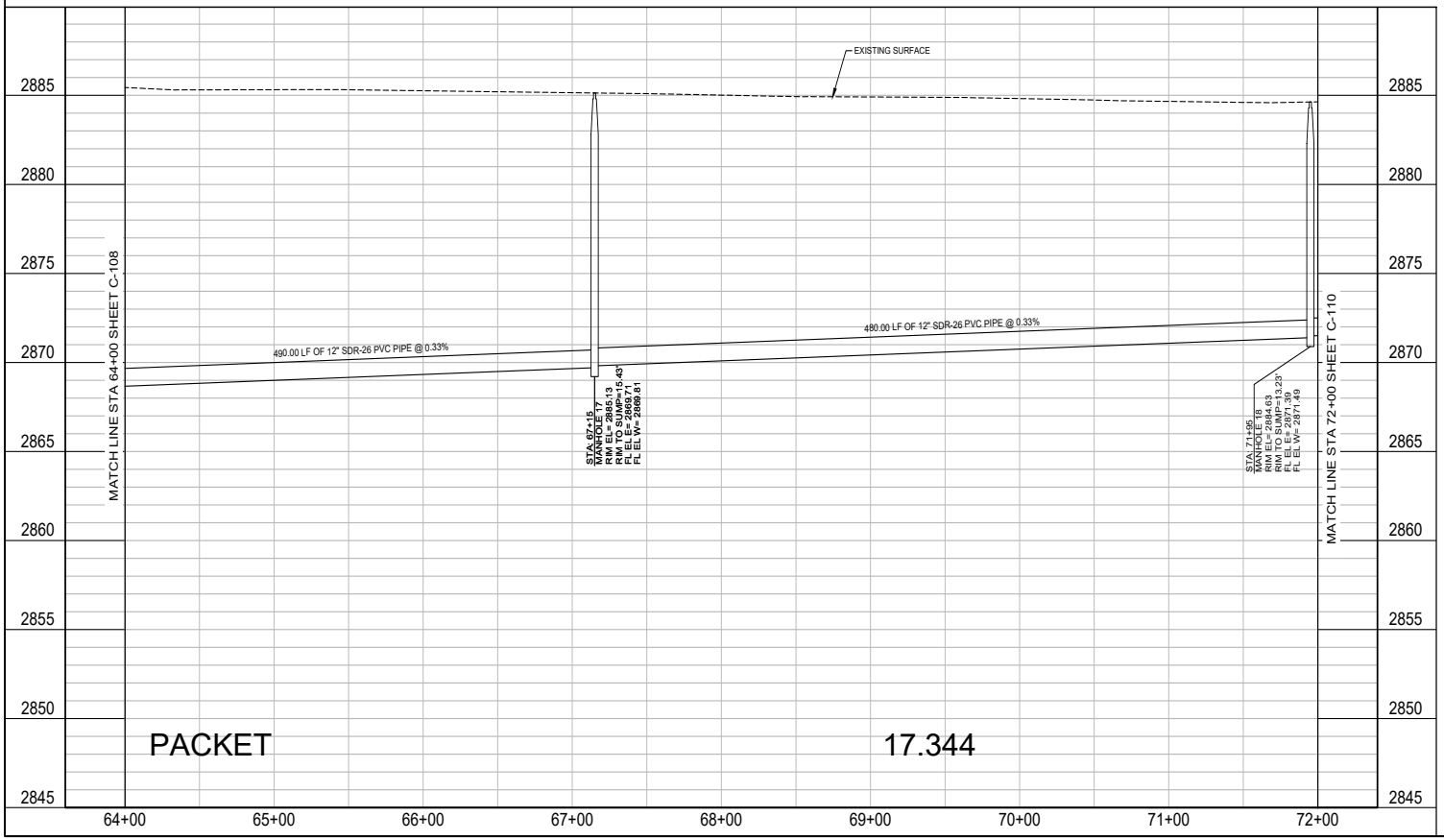



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.344 March 28, 2023

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KEVIN W. KRUEGER
81997
LICENSED PROFESSIONAL ENGINEER
03/17/2023

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# City of Midland
# SH-191 Wastewater Main Extention

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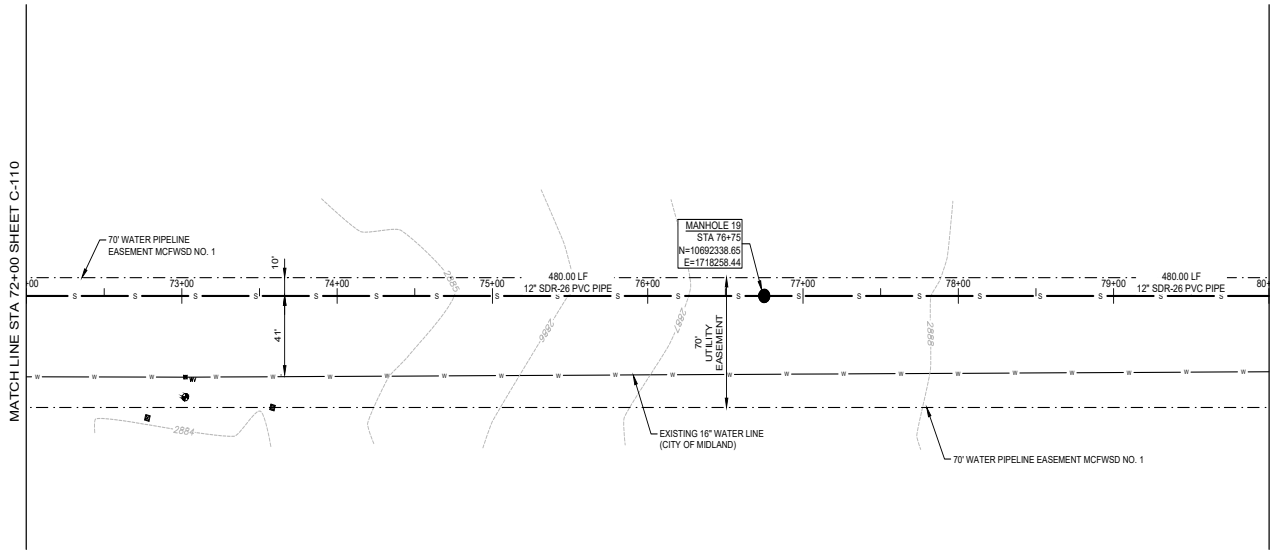

PROJECT NO.
6131.22

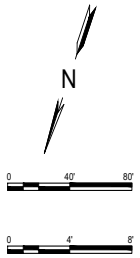
| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

## Plan and Profile Sewer Line Sta 64+00 To Sta 72+00

# C-109

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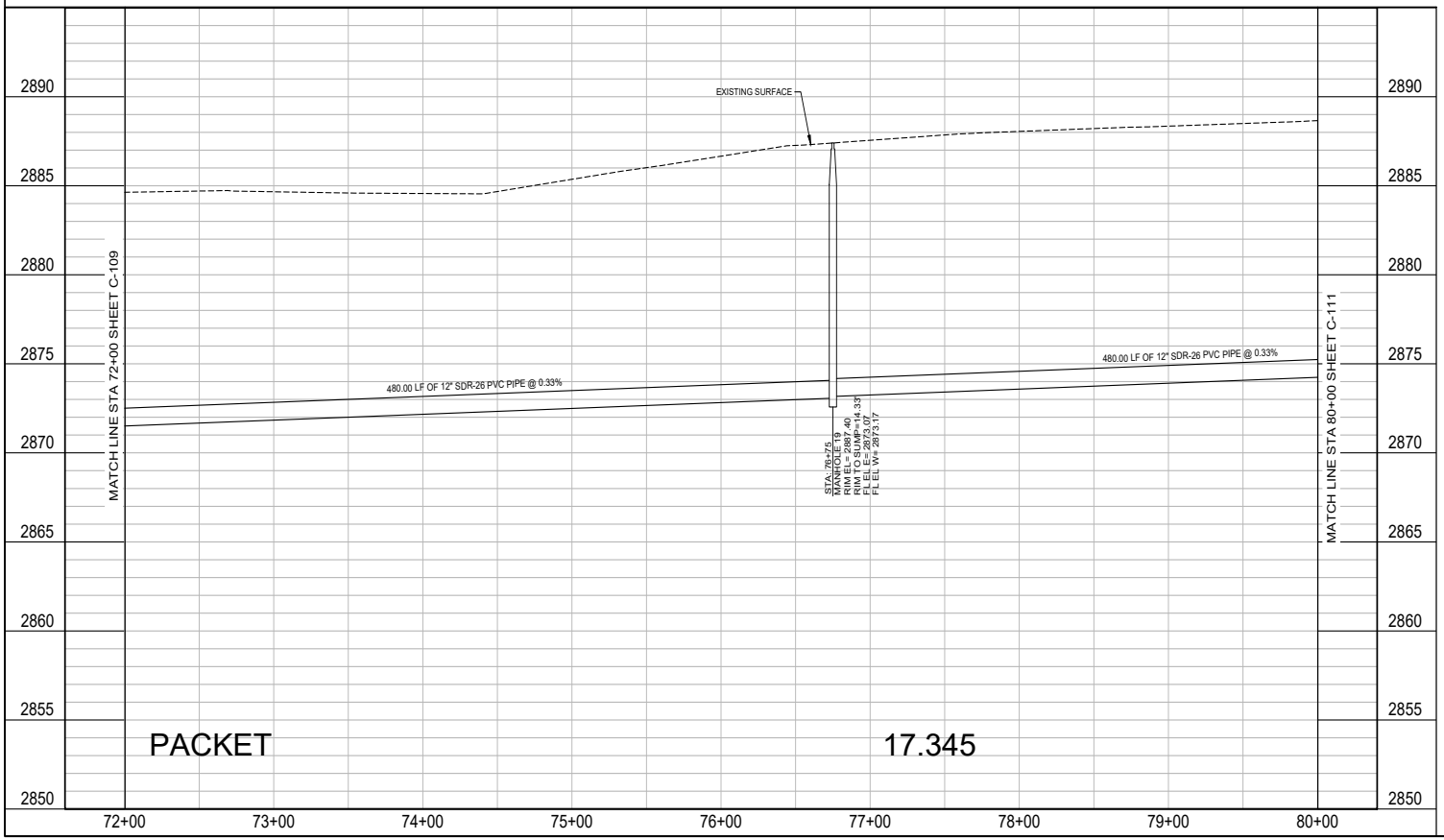



## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.345 March 28, 2023

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PARKHILL, SMITH & COOPER, INC. TBPE FIRM F-2849
STATE OF TEXAS
KEVIN W. KRUEGER
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LICENSED PROFESSIONAL ENGINEER
03/17/2023

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# City of Midland
# SH-191 Wastewater Main Extention

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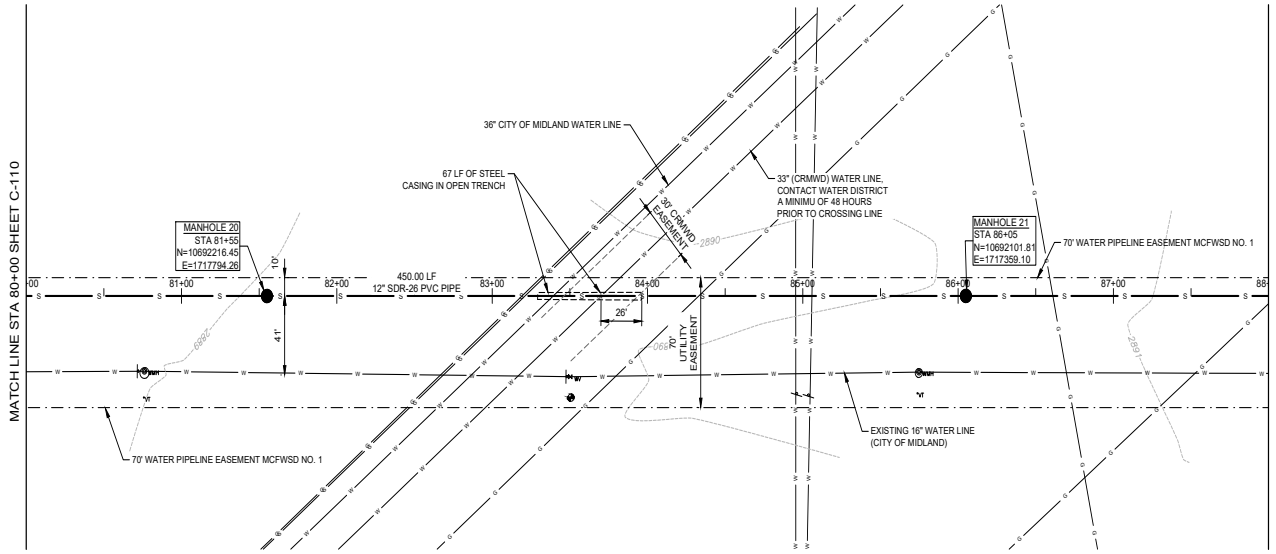

PROJECT NO.
6131.22

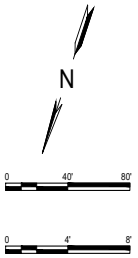
| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

## Plan and Profile Sewer Line Sta 72+00 To Sta 80+00

# C-110

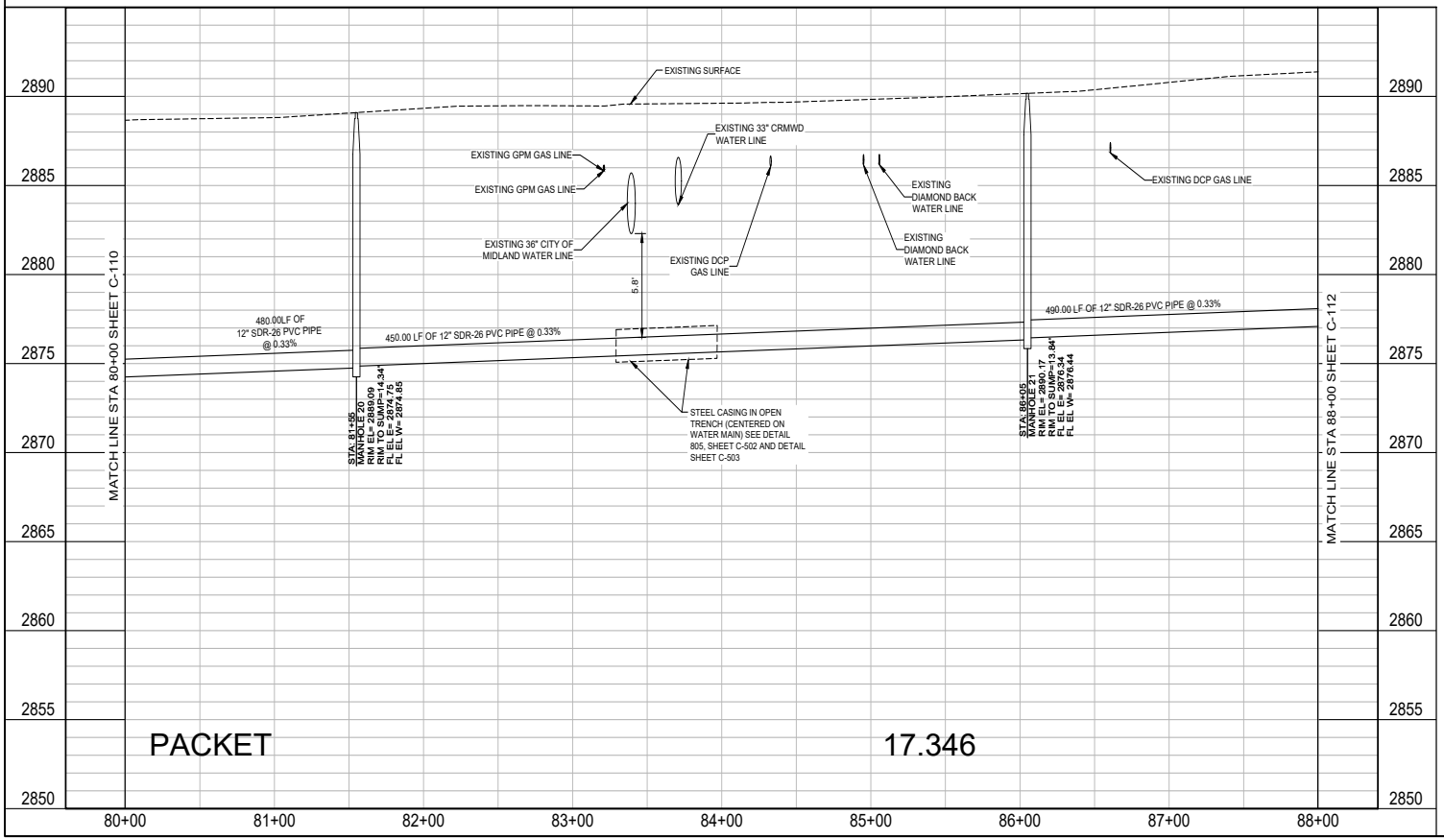
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## GENERAL NOTES

A. CONTRACTOR SHALL PROVIDE MINIMUM 10 WORKING DAYS NOTICE TO CITY OF MIDLAND AND CRMWD PRIOR TO START OF ANY WORK THAT WILL REDUCE THE UNDISTURBED SOIL ABOVE THE 36" AND 33" PIPELINES.
B. CITY OF MIDLAND CREWS SHALL BE ON-SITE DURING EXCAVATIONS CROSSING CITY WATER LINES.
C. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.
D. VIBRATORY COMPACTION SHALL NOT BE USED WITHIN 15 FEET OF CITY OF MIDLAND AND CRMWD WATER PIPELINES.
E. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND AND CRMWD 36" AND 33" PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED.
F. EQUIPMENT AND MATERIAL STORAGE IS PROHIBITED ON THE 30' FEET WIDE CRMWD EASEMENT.




PACKET 17.346 March 28, 2023

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PARKHILL, SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-1386
KEVIN W. KRUEGER
81997
LICENSED PROFESSIONAL ENGINEER
03/17/2023

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# City of Midland
# SH-191 Wastewater Main Extention

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Midland, Texas
79701-4725
(432) 685-7100

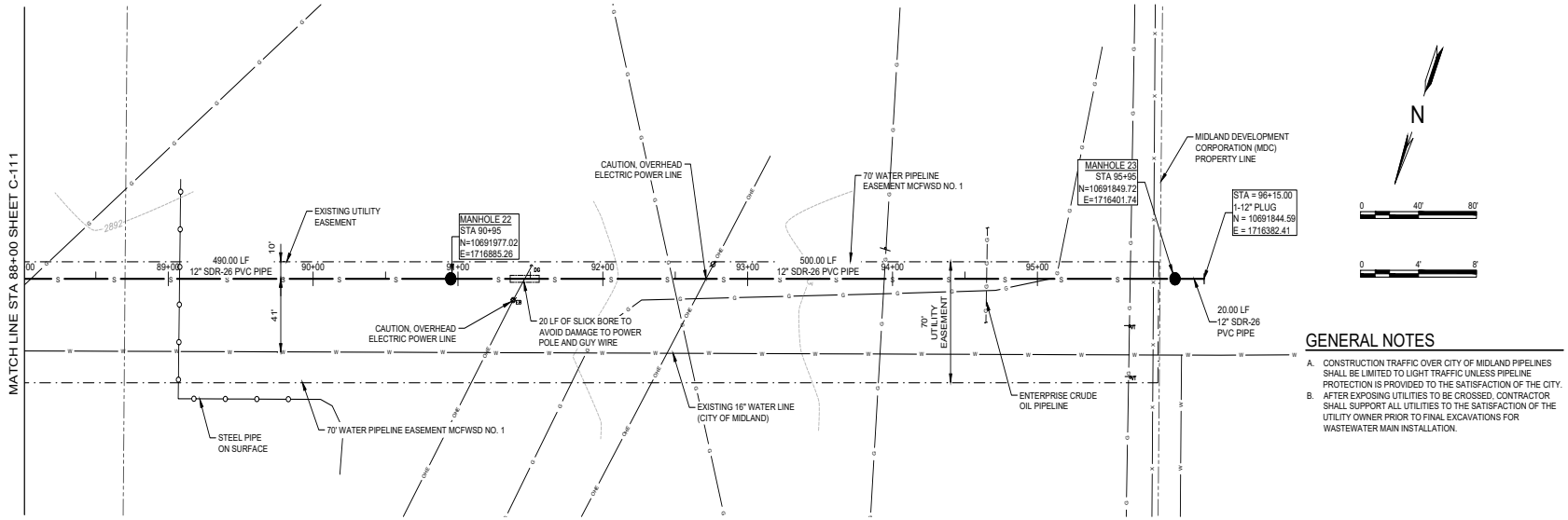

PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

## Plan and Profile Sewer Line Sta 80+00 To Sta 88+00

# C-111

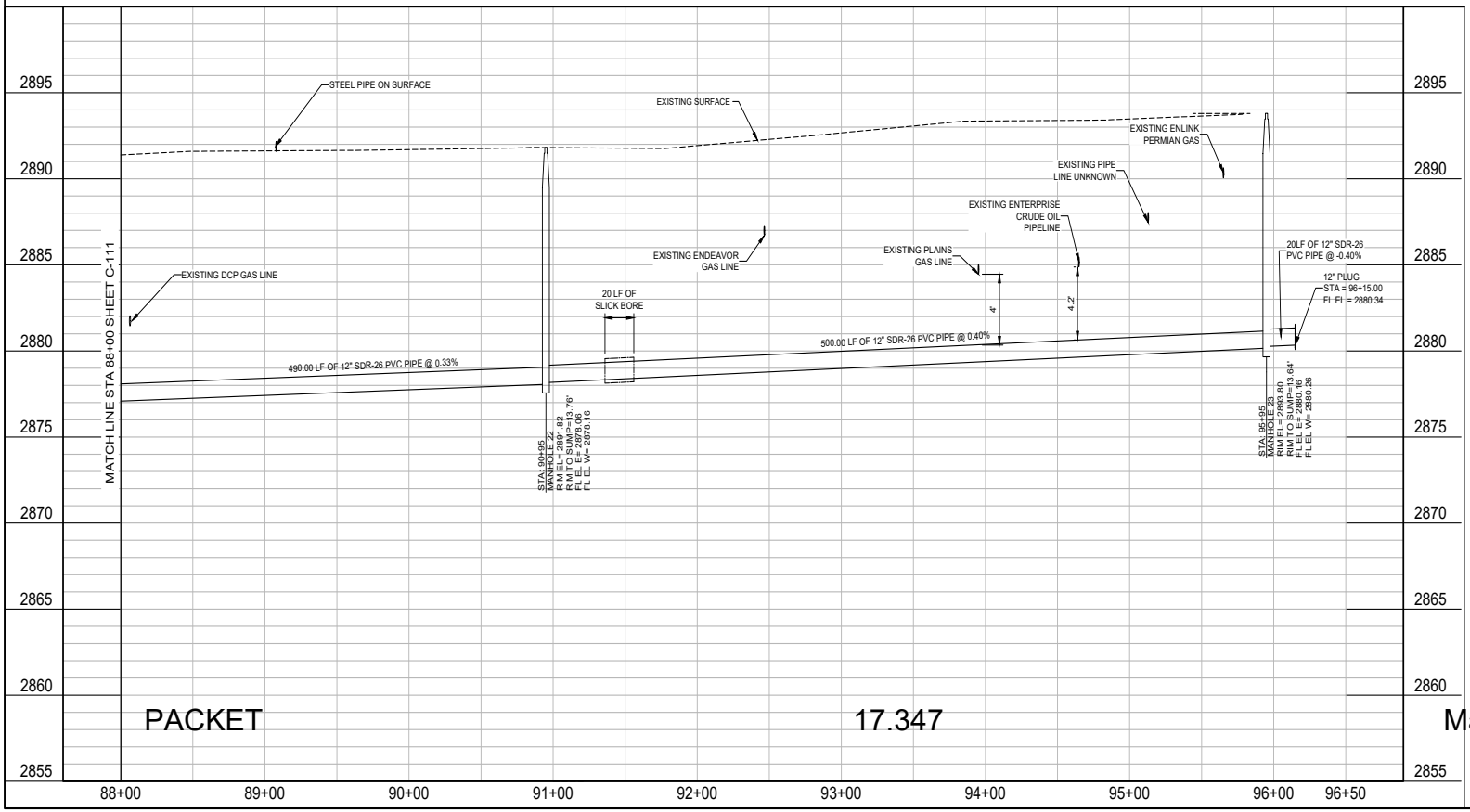
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## GENERAL NOTES

A. CONSTRUCTION TRAFFIC OVER CITY OF MIDLAND PIPELINES SHALL BE LIMITED TO LIGHT TRAFFIC UNLESS PIPELINE PROTECTION IS PROVIDED TO THE SATISFACTION OF THE CITY.

B. AFTER EXPOSING UTILITIES TO BE CROSSED, CONTRACTOR SHALL SUPPORT ALL UTILITIES TO THE SATISFACTION OF THE UTILITY OWNER PRIOR TO FINAL EXCAVATIONS FOR WASTEWATER MAIN INSTALLATION.




PACKET 17.347 March 28, 2023

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KEVIN W. KRUEGER 81997 LICENSED PROFESSIONAL ENGINEER
03/17/2023

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# City of Midland SH-191 Wastewater Main Extention

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Midland, Texas
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(432) 685-7100

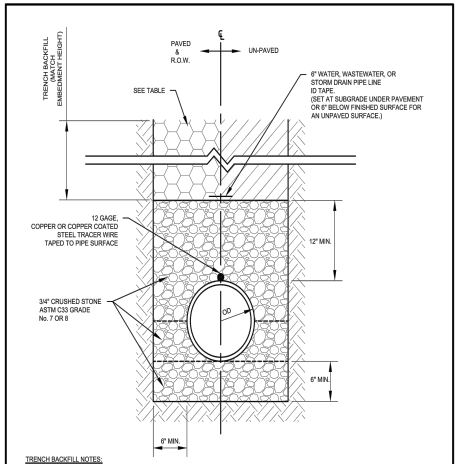

PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

## Plan and Profile Sewer Line Sta 88+00 To Sta 96+15.03

**C-112**

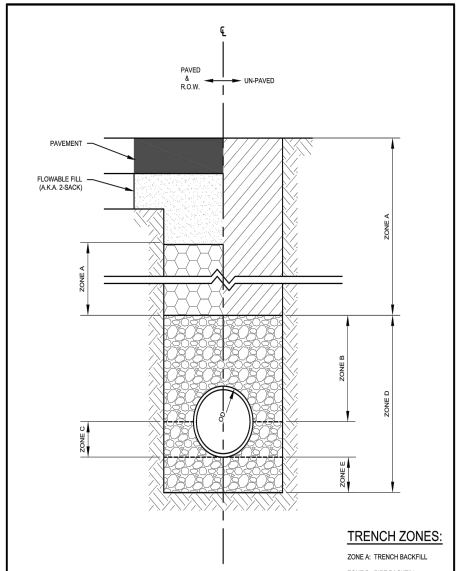
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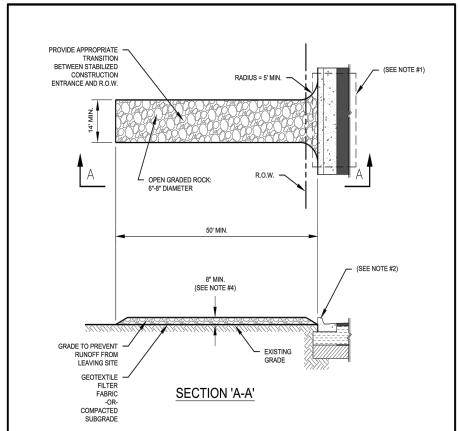

TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| MIDLAND Engineering Services | TRENCHING AND BEDDING | | 310(A) |



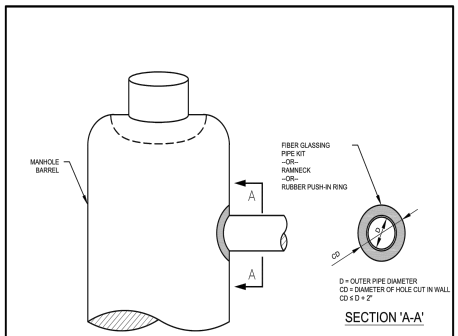

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| MIDLAND Engineering Services | TRENCHING AND BEDDING | | 310(B) |




NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

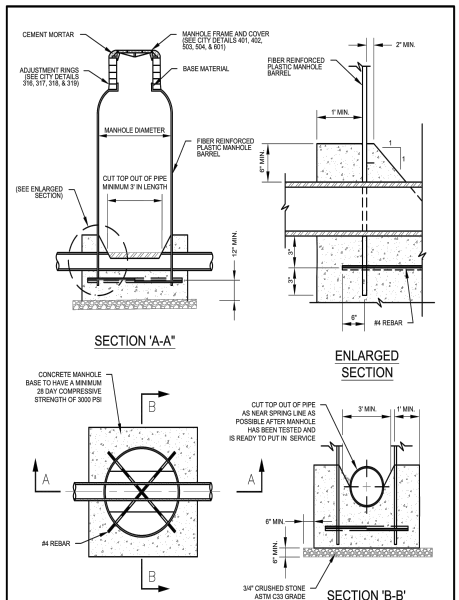
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| MIDLAND Engineering Services | STABILIZED CONSTRUCTION ENTRANCE OPTION 1 | | 701 |




NOTES:

1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BE CONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: |
| MIDLAND Engineering Services | TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION | | 314 |




| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| MIDLAND Engineering Services | TYPICAL FIBERGLASS MANHOLE | | 313(A) |

NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| MIDLAND Engineering Services | TYPICAL FIBERGLASS MANHOLE | | 313(B) |

PACKET 17.348

March 28, 2023

Parkhill

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS 3199 KEVIN W. KRUEGER 81997 REGISTERED PROFESSIONAL ENGINEER
03/17/2023

Parkhill.com

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

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Midland, Texas
79701-4725
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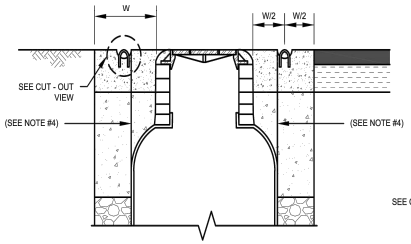
PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
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| 1 | 03/17/2023 | Bid Set |

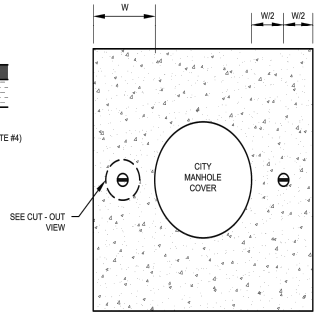
Miscellaneous Sewer Details

C-501

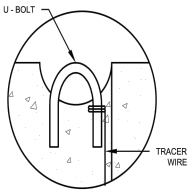
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CROSS SECTION VIEW




PLAN VIEW



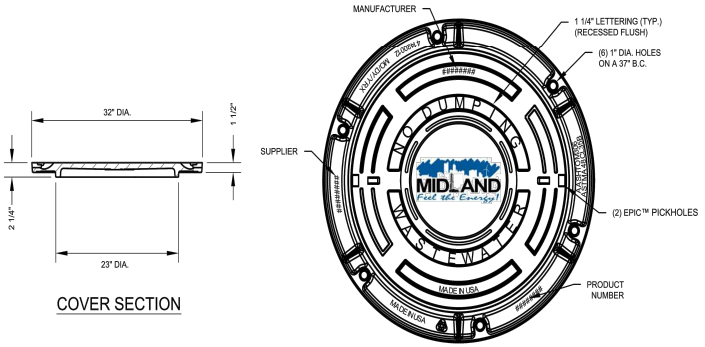

CUT - OUT VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 321 |

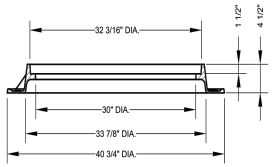
MANHOLE DETECTOR WIRE END



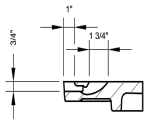




COVER SECTION




FRAME SECTION




PICKHOLE DETAIL

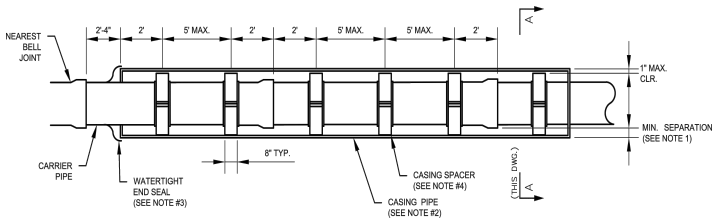
NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 503 |

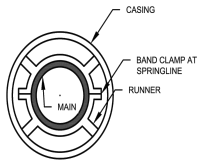
TYPICAL WASTEWATER MANHOLE COVER




CROSS SECTION VIEW

NOTES:

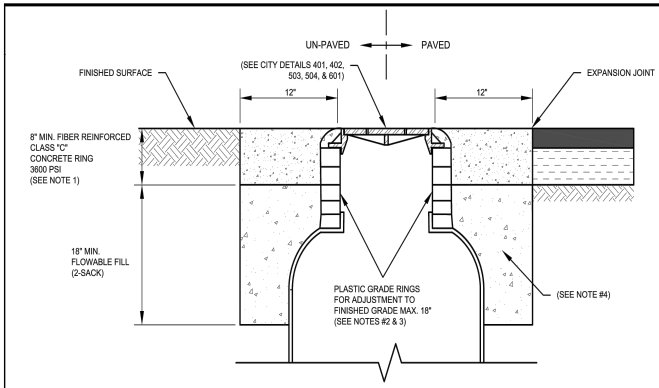
1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.




SECTION 'A-A'

| | | | |
|---|---|---|---|
| DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 805 |

TYPICAL PIPE CASING DETAIL




NEW MANHOLE ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING,3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 316 |

NEW MANHOLE ADJUSTMENT

PACKET 17,349 March 28, 2023

A:\2022\6131.22\03_DSIGN\01_DWG\050_CIVIL\C-502-6131.DWG, 8/9/2022 2:20:01 PM, RHaskins

Parkhill

Parkhill, Smith & Cooper, Inc. Texas Registered Engineering Firm F-2360
Kevin W. Krueger 81997 Licensed Professional Engineer
03/17/2023

Parkhill.com

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

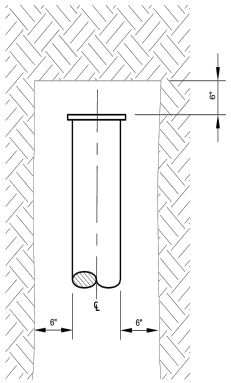
CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

Miscellaneous Sewer Details

C-502

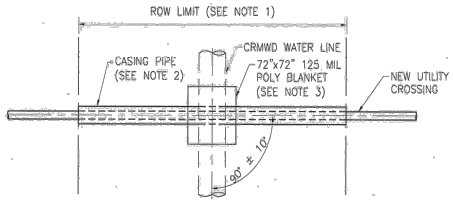



PLUG BLOCKING

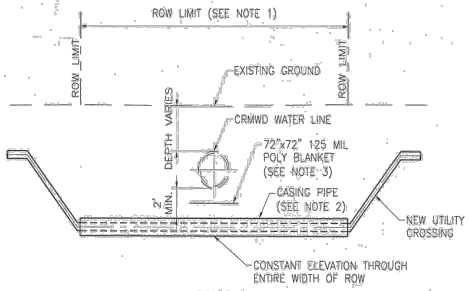
NOTES:

1. PLUG ALL WASTEWATER MAIN AND STORM DRAIN STUB OUTS. SECURE PLASTIC PLUG TO END OF STORM DRAIN.
2. FITTINGS TO BE POLY WRAPPED BEFORE BACKFILLING.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 315 |
| | | GRAVITY MAIN PLUG | | |




PLAN
TYPICAL UTILITY CROSSING
NOT TO SCALE



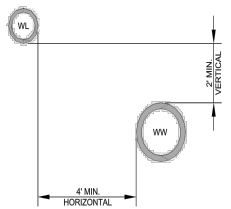

SECTION
TYPICAL UTILITY CROSSING
NOT TO SCALE

NOTES:

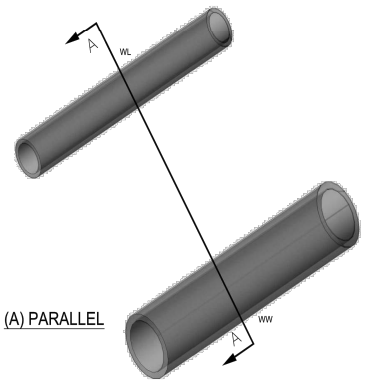
1. CONTACT CRMWD FOR ROW LIMIT WIDTHS.
2. FOR NON-METALLIC PIPE, A STEEL CASING SHALL BE USED. FOR METALLIC PIPE (STEEL, DUCTILE, ETC.) A PVC CASING SHALL BE USED. FOR ELECTRIC LINES, A MINIMUM 6" DIAMETER STEEL CASING OR REINFORCED CONCRETE ENCASED PVC CASING SHALL BE USED. FOR COMMUNICATION (FIBER OPTIC, TELEPHONE, ETC.) A STEEL CASING OR REINFORCED CONCRETE ENCASED PVC CASING SHALL BE USED.
3. POLY BLANKET REQUIRED FOR ANY METALLIC PIPE/CASING.
4. CROSSINGS SHALL BE MARKED WITH A SIGN THAT IDENTIFIES THE MATERIAL BEING TRANSPORTED AND THE PIPELINE OWNER.
5. NOTIFY CRMWD 24 HOURS PRIOR TO EXCAVATING IN EASEMENT.
6. FOR NEW UTILITY LINES WITH IMPRESSED CURRENT CATHODIC PROTECTION, CASING REQUIREMENT CAN BE WAIVED WITH THE FOLLOWING STIPULATIONS:
   A. MINIMUM SEPARATION DISTANCE BETWEEN PIPES SHALL BE 3 FEET.
   B. POLY BLANKET SHALL BE INSTALLED.
   C. CP TEST STATION SHALL BE INSTALLED AT UTILITY CROSSING LOCATION.

COLORADO RIVER MUNICIPAL WATER DISTRICT
TYPICAL DETAILS
PIPELINE CROSSING
CRMWD TYPICAL UTILITY CROSSING DETAIL

F:\GA\CRE\Land\3rd Party Land Use Agreements




SECTION 'A-A'



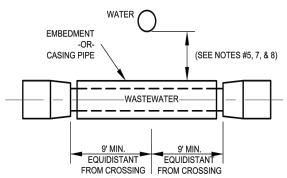

(A) PARALLEL

NOTES:

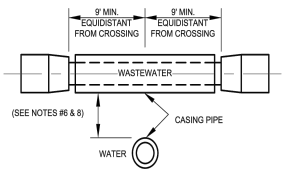
1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 306 |
| | | PARALLEL WATER & WASTEWATER SPACING | | |

NEW WASTEWATER UNDER WATER




NEW WASTEWATER OVER WATER




NOTES:

1. SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WASTEWATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
5. NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
   A. WASTEWATER MAIN PIPE TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS/CUBIC YARD) CENTERED ON THE CROSSING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
   B. WASTEWATER MAIN PIPE TO BE HEAVY-WALL GRAVITY PIPE SDR-26 D3034 OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 0.5'.
6. NEW WASTEWATER MAIN CROSSING OVER NEW OR EXISTING WATER MAIN TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
7. NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MAINS ARE COVERED IN CITY DETAIL 307.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 309 |
| | | NEW WASTEWATER MAIN CROSSING WATER MAIN | | |

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17.359 PACKET March 28, 2023

Parkhill




Parkhill.com

City of Midland
SH-191 Wastewater Main Extention

MIDLAND Feel the Energy!

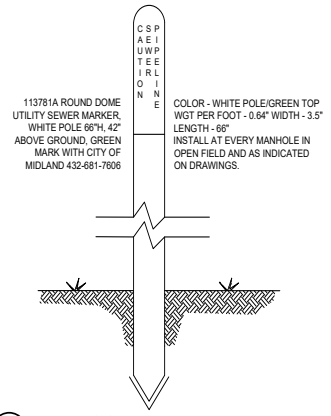
CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

PROJECT NO.
6131.22

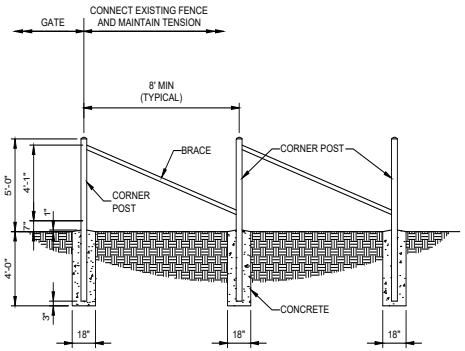
| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

Miscellaneous Sewer Details

C-503



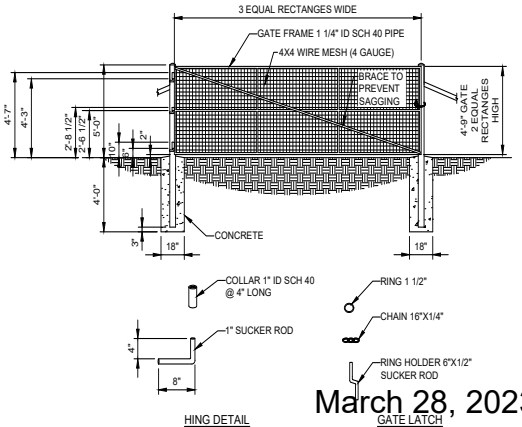

C5 UTILITY SIGN MARKER
NO SCALE




GENERAL NOTES:

1. ALL CORNERS ARE TO BE CONSTRUCTED WITH NEW PIPE ONLY.
2. ALL POSTS ARE 4 1/2 OD SCH 40 PIPE WITH STEEL CAP.
3. ALL BRACES ARE 2 7/8 OD SCH 40 PIPE.
4. ALL POSTS ARE SET IN CONCRETE MIN. 3,000 PSI. ALL CONCRETE TO BE MIXED OUTSIDE THE HOLE IN SEPARATE CONTAINER. THEN POURED.
5. WHEN USED TO SUPPORT EXISTING FENCE PRIOR TO CUTTING, MIRROR IMAGE OF DETAIL SHALL BE USED AT BOTH ENDS OF CUT.

A3 LOW FENCE GATE & FENCE CUT SUPPORT DETAIL
NO SCALE




HING DETAIL

GATE LATCH

A4 LOW FENCE GATE DETAIL
NO SCALE

PACKET

17 of 51

March 28, 2023

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Parkhill

KEVIN W. KRUEGER
81997
LICENSED PROFESSIONAL ENGINEER
03/17/2023

Parkhill.com

City of Midland
SH-191 Wastewater Main Extention

MIDLAND
Feel the Energy!

CLIENT
City of Midland
300 N. Loraine
Midland, Texas
79701-4725
(432) 685-7100

PROJECT NO.
6131.22

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03/17/2023 | Bid Set |

Miscellaneous Details

C-504

# City Council Meeting

**Item Number:** 18

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** **Motion authorizing the execution of Change Order Number 1 with Parkhill Smith and Cooper Services dba Parkhill regarding the Midland T-Bar Wellfield Remediation Plan; said change order to be in the amount of $151,330.73 and to provide increase pump capacity for wells #5, #6, and #7; and additional water holding pond work; and appropriating funds from the Utilities Fund for said Project. (DISTRICT: NONE) (GENERAL SERVICES)**

---

**Purpose:**

Motion authorizing the execution of Change Order Number 1 with Parkhill Smith and Cooper Services dba Parkhill regarding the Midland T-Bar Wellfield Remediation Plan; said change order to be in the amount of $151,330.73 and to provide increase pump capacity for wells #5, #6, and #7; and additional water holding pond work; and appropriating funds from the Utilities Fund for said Project.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$151,330.73 will be appropriated from the Water and Sewer fund (300) and appropriated to a project in the Water & Sewer Capital Projects Fund (305).

**Discussion:**

Resolution 2022-013 awarded a contract for the Midland T-Bar Well Field Remediation Plan to Parkhill, Smith & Cooper, Inc, DBA Parkhill for an amount of $3,500,000.00. Staff recommends adding $151,330.73 to the Midland T-Bar Well Field Remediation Plan to increase pump capacity for wells #5, #6, and #7; and additional water holding pond work. Please see the

attached supporting memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a motion authorizing the execution of Change Order Number 1 with Parkhill Smith and Cooper Services dba Parkhill of Lubbock, Texas regarding the Midland T-Bar Wellfield Remediation Plan; said change order to be in the amount of $151,330.73 and to provide increase pump capacity for wells #5, #6, and #7; and additional water holding pond work; and appropriating funds from the Utilities Fund for said Project.

Tina Daugherty
City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a Resolution approving a change order to the professional services agreement PSC services to implement the T-Bar remediation plan.

**DATE:** March 28, 2023

PSC Services was awarded the T-Bar remediation plan by City Council through resolution 2022-013. The estimated cost of implementing the approved RRC plan would be $9,636,495 through all phases. PSC services proposal included the ability to sell the remediated water that would offset part of the cost. To be able to sell the water phase one has been developed. Phase one had three recovery wells installed, remediated water main constructed, a 500k barrel remediation water pit built, and electrical improvements.

$3.5 million from Utilities unallocated funds was appropriated to fund the engineering and installation of phase one. During the construction of phase one the water well pumps and erosion control quantities increased in price. Utilities is requesting to allocate an additional $151,330.73 to the project to cover the cost. This is a 4.3% increase in the project cost and brings the total to $3,651,330.73 and will end phase one of the project.

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# CHANGE ORDER NO.: 01

| | | | |
|---|---|---|---|
| Owner: | City of Midland | Owner's Project No.: | 22001778 |
| Engineer: | Parkhill | Engineer's Project No.: | 01.6015.22 |
| Contractor: | PSC Services, LLC | Contractor's Project No.: | 01.6015.22.99 |
| Project: | City of Midland T-Bar Remediation | | |
| Date Issued: | December 14, 2022 | Effective Date of Change Order: | December 14, 2022 |

The Contract is modified as follows upon execution of this Change Order:

Description:

**ADD Item 7.1.1 : Increased Pump Capacity for Wells #5, #6, & #7**
**Lump Sum Amount of $84,000.00 and 90 business days**

**ADD Line Item 7.2.1: Additional Water Holding Pond Work (Erosion Control)**
**Lump Sum Amount of $67,330.73 and 30 business days.**

| Change in Contract Price | Change in Contract Times |
|---|---|
| Original Contract Price:<br>$ 3,500,000.00 | Original Contract Times:<br>Ready for final payment: 180 business days |
| **Change** from previously approved Change Orders No. 01 to No. 01:<br>$ *N/A* | **Change** from previously approved Change Orders No.01 to No. 01:<br>Ready for final payment: *N/A* |
| Contract Price prior to this Change Order:<br>$ 3,500,000.00 | Contract Times prior to this Change Order:<br>Ready for final payment: 180 business days |
| **Increase** this Change Order:<br>$ 151,330.73 | **Increase** this Change Order:<br>Ready for final payment: 120 business days |
| Contract Price incorporating this Change Order:<br>$ 3,651,330.73 | Contract Times with all approved Change Orders:<br>Ready for final payment: 300 business days |

**Recommended by Engineer**

By: Ryan Kennerly

Name: Ryan Kennerly, PE

Title: Principal | Project Manager

Date: 12/15/2022

**Accepted by Contractor**

DocuSigned by: Jay Edwards 7981323D1E69497...

Jay Edwards, PE

Manager

12/15/2022

**Authorized by Owner**

By:

Name:

Title:

Date:

**Change Order (EJCDC® C-941, Change Order, Rev.1)**
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# City Council Meeting

**Item Number:** 19

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH RUBICON GLOBAL LLC THROUGH SOURCEWELL, FOR THE RUBICON SMARTCITY PROGRAM FOR A TOTAL COST OF $559,657.00 AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: NONE) (GENERAL SERVICES)

---

**Purpose:**

Resolution authorizing the execution of an agreement with Rubicon Global LLC for the Solid Waste Department via Sourcewell Contract 020221-RUB for a cost of $559,657.00 for the Information Technology Services Department.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

The total Implementation cost is $220,969.00. Funding of $159,890.00 is available in the Technology Fund operating budget. In addition, $61,079.00 will be appropriated from Sanitation Unappropriated Fund Balance.

**Discussion:**

Staff is recommending purchasing Rubicon SmartCity for the Solid Waste Department from Rubicon Global LLC via Sourcewell Contract 020221-RUB for a cost of $559,657.00. We are members of the Sourcewell formerly National Joint Powers Alliance (NJPA) cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Jennifer Frescaz, Chief

Information Officer, for additional information.

Therefore, please consider a resolution authorizing the execution of an agreement with Rubicon Global LLC of Lexington, KY for the Solid Waste Department via Sourcewell Contract 020221-RUB for a cost of $559,657.00.

Tina Gaug

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH RUBICON GLOBAL LLC THROUGH SOURCEWELL, FOR THE RUBICON SMARTCITY PROGRAM FOR A TOTAL COST OF $559,657.00 AND APPROPRIATING FUNDS FOR SAID PROJECT**

**WHEREAS**, Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

**WHEREAS**, Rubicon Global LLC has submitted a total proposed cost to the City of $559,657.00, through Sourcewell, for the Rubicon SmartCity program; and

**WHEREAS,** the City Council finds the cost proposed by Rubicon Global LLC for the Rubicon SmartCity program to be fair and reasonable; and

**WHEREAS,** the City Council finds it to be in the public interest to award a three-year contract to Rubicon Global LLC for the Rubicon SmartCity program;

**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 three-year contract with Rubicon Global LLC for the Rubicon SmartCity program for a total cost of $559,657.00 Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION TWO.** That the total implementation cost is $220,969.00. Funding of $159,890.00 is available in the Technology Fund operating budget. In addition, $61,079.00 shall be appropriated from Sanitation Unappropriated Fund Balance. Maintenance costs thereafter shall be provided for in the Sanitation Fund operating budget for each respective year.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to

pay Rubicon Global LLC, from available funds 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2023\Contracts\Sourcewell_Rubicon SmartCity.wpd

**DATE:** December 26, 2022

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Jennifer Frescaz, Chief Information Officer

**SUBJECT:** Consider a resolution approving the purchase of Rubicon SmartCity for the Solid Waste Department from Rubicon via Sourcewell Contract 020221-RUB.

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Consider a resolution approving the purchase of Rubicon SmartCity for the Solid Waste Department from Rubicon via Sourcewell Contract 020221-RUB.

The 2023 budget allowed for a smart routing program for the Solid Waste Department. The software will provide automated smart routing for the solid waste trash collection trucks. This software allows for solid waste employees to use comprehensive, automated routing within the trucks. This feature makes for faster changes to routes and updates without the employee having to return to the office to receive updated work orders, routes, etc. The Rubicon solution also provides telematics data for the vehicles to transmit diagnostic data related to vehicle health, location and driver behavior.

The purchase includes a portal and mobile application licensing, tablets for the vehicles, implementation and training services and hours for application interface integration to the City's ESRI mapping software.

The initial price for the licenses and implementation services is $220,969 and will come from the Technology Fund. The city will incur an additional $169,344 per year for maintenance which will be budgeted within the Solid Waste budget.

# THE CITY OF MIDLAND

## CONTRACT

## Contract No. 23003169

THIS CONTRACT (including all exhibits attached hereto being referred to hereinafter as this "Contract"), effective the 29 day of March, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Rubicon Global, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Total Cost:** The total cost of the work (as hereinafter defined) is $559,657 Dollars for the initial term of this Contract, which, as stated in Exhibit A attached hereto, is for three years. A more detailed breakdown of the costs of the work and corresponding amounts due for specific components of the work (including payment schedule) is included in the "Pricing Proposal" attached hereto as Exhibit B. For certainty, as stated in Section 2 of Exhibit A and in Exhibit B and in Section 6.1 of the body of this Contract, there may be additional charges if the scope of the work changes and/or if there are extensions of the three-year initial term for the work as contemplated/detailed in Sections 4-5 of Exhibit A.

2.**Scope of Work:** COMPANY shall perform the work described in the Project Management Plan attached hereto as Exhibit C, specifically the work described the portion thereof entitled "Statement of Work – RUBICONSmartCity™: Midland, TX" (hereinafter, as the same may be modified by Change Orders being the "work"), provided, however, the work shall cover the outfitting of 60 of the City's solid waste and recycling vehicles (i.e., instead of 49 vehicles as stated in the portion of the Project Management Plan entitled "Statement of Work – RUBICONSmartCity™: Midland, TX") with In-Cab-Interface Devices.

3. **City:** The words "CITY's Representative" or "representative" shall mean Jennifer Frescaz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive

or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with this Contract, including the Exhibits attached hereto.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Exhibits but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Exhibits.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in an amendment to the work order attached hereto as Exhibit A (any such amendment being a “Change Order”). The work order for the initial work to be performed by COMPANY hereunder is attached hereto as Exhibit A. For certainty, the parties will execute a work order substantially in the form of Exhibit A contemporaneously with executing this contract and would execute any Change Orders subject to an in accordance with this Section 6.1.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.1. **INTENTIONALLY REMOVED**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS**

**CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence the work and proceed with the work in accordance with "Work Plan & Schedule" portion of Exhibit C.

10. **Clean Up**: COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under this Contract, then this Contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty

or expense to CITY of any kind whatsoever.

14.**Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15.**Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16.**Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the

CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;
b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in

subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

**19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN**

**THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

**COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

**COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this 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.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY.

Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

27. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **Termination For Convenience:** CITY may terminate this Contract "for convenience" (i.e., even if COMPANY is not in breach of the Agreement) upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract pursuant to this Section 27, provided, however, if the CITY terminates this Contract under this Section 27: (a) COMPANY shall be entitled to retain any amounts then paid under the Contract; and (b) CITY shall pay to COMPANY the applicable fees for work that remain unpaid upon termination.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371

of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

34. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____

Robert Patrick, City Manager

ATTEST

_____

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLYAS TO FORM

_____

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Rubicon Global, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said limited liability company, 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 _____, 2023.

_____

Notary Public, State of _____

# Exhibit A

## Initial Term of Initial Scope of Work, Cost Summary of Initial Scope of Work and Payment Terms for Initial Scope of Work

1. The initial term of the initial scope of work (which work is more specifically detailed in "Scope of Work" Exhibit C) is three years, and the costs associated with such work provided during such initial three year term are as follows:

| DESCRIPTION | COST |
|---|---|
| Year 1 Cost | $220,969.00 |
| Year 2 Cost | $169,344.00 |
| Year 3 Cost | $169,344.00 |
| Total Cost (36-month contract) | $559,657.00 |

A more detailed breakdown of the costs of the initial scope of work and corresponding amounts due for specific components of such work (including payment schedule) is included in the "Pricing Proposal" attached hereto as Exhibit B. For certainty, as stated in Section 2 of this Exhibit A and in Exhibit B and in Section 6.1 of the body of this Contract, there may be additional charges if such scope of the work changes and/or if there are extensions of the three-year initial term contemplated for such work as contemplated/detailed in Sections 4-5 of this Exhibit A.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the initial scope of work shall be a total of FIVE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS & ZERO CENTS (US$559,657.00) payable as follows ("Fee"):

a. $5,250.00 due upon City acceptance of "Rubicon Y Installation" deliverable in Exhibit C.
b. $24,500.00 due upon City acceptance of "RUBICONSmartCity Training" deliverable in Exhibit C.
c. $21,875.00 due upon City acceptance of "Integration with existing City system(s)" deliverable in Addendum C.
d. $169,344.00 due upon City acceptance of "Go-Live" deliverable in Exhibit C.
e. $169,344.00 due upon the first anniversary of this Contract.
f. $169,344.00 due upon the second anniversary of this Contract.

Payment of invoice is due within thirty (30) days of each invoice date.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term for the work, upon expiration of the initial term of the work (as described in the table in Section 1 of this Order) and Client's obligations to pay the applicable fees, this Contract shall be automatically extended by successive renewal terms consisting of one month each until either party provides at least 30 days' notice of cancellation .

5. Fee for the Automatic Monthly Extension Period. If this Contract remains in effect beyond the initial three-year term as contemplated in Section 4 above, the Fee will be $16,464.00 per month, which Rubicon will invoice each month while this Contract remains is in effect. Client shall pay all fees, charges and expenses in accordance with the "Payment Terms" section set forth above, provided that if there are other charges due and owing (e.g. for "Other Charges" as contemplated in Section 2 of this Exhibit A), then Client shall pay such amounts within 30 days of receiving an invoice from Rubicon therefor.

# Exhibit B

PRICING PROPOSAL

As part of the initial scope of work (which scope is more particularly detailed in Exhibit C) Rubicon will outfit 60 of the City of Midland, Texas's solid waste and recycling vehicles with RUBICONSmartCity, which will provide insights into the City's solid waste collection operations.

The parties agree that the fees for the above services shall be a total of **$559,657.00** payable as follows ("Fee"):

a. $5,250.00 due upon City acceptance of "Rubicon Y Installation" deliverable in Exhibit C
b. $24,500.00 due upon City acceptance of "RUBICONSmartCity Training" deliverable in Exhibit C
c. $21,875.00 due upon City acceptance of "Integration with existing City system(s)" deliverable in Exhibit C.
d. $169,344.00 due upon City acceptance of "Go-Live" deliverable in Exhibit C.
e. $169,344.00 due upon the first anniversary of this Contract.
f. $169,344.00 due upon the second anniversary of this Contract.

Rubicon will submit a written request via email to the City's Authorized Party(ies) for acceptance of each of the above payment milestones. The City has 72 business hours to provide written confirmation of the acceptance of the requested payment milestone and accompanying deliverable, or an explanation as to why the payment milestone and deliverable was not accepted.

30-days prior to the due dates Rubicon will provide an invoice to the City, and support the city in creating a purchase order.

The proposed RUBICONSmartCity cost is for 60 vehicles in Midland, TX's sanitation fleet. A breakdown of all costs have been included below:

| **60 Vehicles - Rubicon Provided Tablets** | | |
|---|---|---|
| | | |
| | ***UNITS*** | ***COST*** |
| **Total Upfront** | | ***$51,625.00*** |
| Rubicon Y Installation | 60 Vehicles | $5,250.00 |
| API Integration | 125 Hours | $21,875.00 |
| Launcher Training/Implementation | 140 Hours | $24,500.00 |
| **Total Annual Recurring** | | **$138,297.60** |
| Portal & Mobile App Software License (Software) | 60 Licenses | $95,760.00 |
| Y Hardware (Telematics) | 60 Devices | $13,104.00 |
| X Hardware (Tablets + Data) | 60 Tablets | $60,480.00 |
| Y1 | | $220,969.00 |
| Y2 | | $169,344.00 |
| Y3 | | $169,344.00 |
| ***PROMOTIONAL DISCOUNT TOTAL*** | | ***$559,657.00*** |

**What's Included Portal & Mobile App Software License:**
**Annual Recurring Cost - $95,760.00**

- Unlimited city staff access to the RUBICONSmartCity Portal (Software)
- Mobile App Licenses for city owned tablets
- External hosting in a secure cloud environment
- All personnel training, hardware and software maintenance and warranty
- Access to all currently available features and software updates and upgrades
- This includes in field supervisor, street sweeper, and snow removal Mobile App and Portal developments as they

become publicly available

**What's Included in Rubicon X (Rubicon Provided iPads):**
**Annual Recurring Cost - $60,480.00**

- In-Cab-Interfaces (iPad) to be used across the entirety of the city's solid waste operation
- All mobile data services and costs
- All required charging cables, charging stations, ruggedized iPad cases, and iPad mounts
- Warranty includes an allotted number of 18 replacement In-Cab-Interface devices per year

**What's Included in Rubicon Y (Geotab Telematics):**
**Annual Recurring Cost - $13,104.00**

- Pod devices (Geotab Telematics devices) for solid waste vehicles.
- All mobile data services and costs
- All hardware maintenance and warranty

**What's Included in Rubicon Y Installation:**
**One Time Cost - $5,250.00**

- Rubicon will install in-vehicle telematics devices (Geotab) in the city's solid waste vehicles
- Rubicon will utilize an approved certified vendor to complete all of the necessary telematic installations

**What's Included in Launch/Training/Testing/Implementation:**
**One Time Cost - $24,500.00**

- Rubicon's Customer Success Team will conduct a series of training sessions for participating operators to ensure that they are able to utilize the ICI to its full extent
- Rubicon will conduct separate Portal training with the city's fleet managers, supervisors, customer service representatives, etc.
- After installation and training, Rubicon and the city will "Go Live" and start the user testing and acceptance plan for sixty consecutive calendar days
- After sixty days, and once the city is satisfied with the technical implementation and the veracity of the data, RUBICONSmartCity will be officially implemented

**What's Included in API Integration:**
**One Time Cost - $21,875.00**

- 125 hours of software development time for integration with system of City's choosing (e.g. Oracle CC&B, Assetworks M5, existing GIS software system, telematics provider, CRM, scale house software, etc.)
- This includes working with the City to create a specific work plan for integration with City system(s)
    - Defining the scope, technical design, and plan for integration between Rubicon's system and the desired City system(s)

**What's Included in Fleet Optimization (Optional):**
**One Time Cost - $105,000.00**

- Rubicon works directly with cities to identify goals, incorporate constraints, and produce scenarios for the city to review before implementation.
- Rubicon optimizes all of your routes offline and provides the tools necessary to keep them up to date and balanced within our digital portal as your routes change over time.
- Rubicon bases our optimization recommendations on observed fleet data through our in-truck technology combined with pre-existing data from the city.

The fees for any extensions or renewals beyond Year 3 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline ("CPI Baseline") and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services ("CPI") as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are [March 2023].

## Line Item Add-Ons for Additional RUBICONSmartCity Technology

Should the City wish to add additional technology, devices, or services during the course of the contract, the City may purchase these off of the list below, which is also available on HGACBuy / Sourcewell. Rubicon can provide additional discounts off these list prices at its discretion.

| **RUBICONSmartCity Add-On Line Item Pricing** | | |
|---|---|---|
| **Professional Services: One Time Cost** | | |
| | ***UNITS*** | ***COST*** |
| Rubicon Y Installation | Per Vehicle | $87.50 |
| API Integration | Per Hour | $175.00 |
| Launcher Training/Implementation | Per Hour | $175.00 |
| Fleet Optimization | Per Vehicle | $1,750.00 |
| **Software + Hardware: Recurring Cost** | | |
| | ***UNITS*** | ***COST*** |
| Portal & Mobile App Software License (Software) | Per Year | $1,596.00 |
| Y Hardware (Telematics) | Per Year | $218.40 |
| X Hardware (Tablets + Data) | Per Year | $1,008.00 |

Contract documents for RUBICONSmartCity are available on the HGACBuy / Sourcewell website:

https://www.hgacbuy.org/products-and-services/view-product?productid=29798
https://www.sourcewell-mn.gov/cooperative-purchasing/020221-rub

Exhibit C

Detailed Description of the Initial Scope of Work

RUBICON

# Project Management Plan

City of Midland, TX Rev 0.1 – Created on 9/19/22

Submitted by:
Wyeth West
Wyeth.west@rubicon.com
(202) 253-5756

Statement of Work -
RUBICONSmartCity™:
Midland, TX

Rubicon will outfit 49 of the City of Midland's solid waste and recycling vehicles with the appropriate number of In-Cab-Interface devices in order to provide insights into the City's waste, recycling, yard waste, and bulk pick-up collection operations. In this Statement of Work Rubicon has proposed a solution that will provide all hardware and accompanying accessories for all vehicles. Pricing for the proposed scope is included in this document as well.

Rubicon's team will work hand in hand with the Sanitation Department to install, instruct, and successfully deploy our solution. Working in close coordination with the Sanitation Department, Rubicon will outfit the City's solid waste and recycling vehicles with ICI devices and all necessary accessories, such as chargers or vehicle mounts. In addition, our Customer Success team will conduct a series of stakeholder specific trainings onsite to ensure all necessary and applicable City drivers, dispatchers, supervisors, and managers are adequately trained on our technology. Rubicon will provide the City of Midland with ongoing support delivered by our Customer Success Manager, whose mission is to deliver on our commitments to meet and exceed the City's expectations.

IN SCOPE:

The below tables highlight the Features and Data Points that Rubicon available to the City of Midland as of [March 2023].

**Available RUBICONSmartCity Features:**

| Device | Feature Heading | Feature | Description |
|---|---|---|---|
| **ICI** | | | |
| | **Service Verification** | | |
| | | Service Verification | Verify if service has taken place. |
| | | Exceptions | Logging why service was not able to be completed. |
| | **Driver Tools** | | |
| | | Route Assist | Assist other drivers on their route and request assistance on a route. |
| | | Turn by turn | Navigation to truck yards and disposal facilitates and along the sequenced route. |
| | | Messaging | Messages from Supervisors. |
| | | Customer Alerts | A notification that will provide the driver with insight about operations at a stop (i.e., gate code, disabled resident). |
| | | Notes | Notes that the driver or supervisor can input about any stop. |
| | | My Day | An overview of the stops and services to be performed on the route, service type, extra stops, and suspended location. |
| | | Route map | View all the stops in a map view. |
| | | Pre/post trip | Conduct a digitized pre/post trip inspection including logging photos. |
| | | SOS | Ability to call a phone number in the case of emergencies. |

| | | |
|---|---|---|
| **City Insights** | | |
| | Flagging | The ability to take a photo and geolocate community issues like potholes and graffiti. |
| **Portal** | | |
| **Operations** | | |
| | Live Tracking | View the current location and route status. |
| | Dispatching | Ability to assign stops to drivers and routes. |
| | Holliday Planner | Automatically move all the routes effected by a holiday |
| | Lasso Tool | Circle stops on a map and move them to a new route or an existing route |
| | Job Creation | Create service orders and assign them to a route |
| | Route creation | Create new routes temporarily or permanently |
| | Geofencing | Ability to geofence area to be notified when a truck enter, exits or stays inside an area |
| | Weight Tickets | View weight tickets logged and when drivers do not log weight tickets |
| **Fleet** | | |
| | Pre/post trip | View pre/post trips issue logged |
| | Issue Signoff | Close out vehicle issues with a mechanic timestamp |
| | Inventory | View what parts are in stock |
| | Fleet insights | A dashboard with general fleet insights |
| | Driver behavior | View instances of speeding, hard braking, and hard turning |
| **Asset Management** | | |
| | Carts | View all the carts at each residence. |
| | Container | View containers at their location and view the services and condition. |
| | Inventory | View the carts and containers that are currently in the inventory. |
| | Management | Automatically when update when containers have been serviced. |
| | Warranty | Automatically update the warranty when carts are swapped. |
| **Customers** | | |
| | Suspended customers | Ability to suspend customers (Contamination, delinquency). |
| | Services per customer | View what services the customer receives. |
| | Assets | View the assets (number of containers) at a particular address. |
| | On hold | Allow customers to place their service on hold. |
| **Integrations** | | |
| | Open311 | |
| | ESRI | Import addresses into the system when changes are made in ESRI. |
| **Sandbox** | | |
| | Route Template Builder | Overlay routes and move stops without making permanent changes. |
| **Routing** | | |
| | Sequencing | Creation of a stop list in a sequenced order. |
| | Route Builder | Automatic route creation based off selected stops. |
| **Facilities** | | |
| | Geofencing | Be notified when and driver enters a facility and the length of time they spend at the facility. |
| | Weight Tickets | Log and digitize weight ticket information (tonnage, time, and driver). |
| **Communication** | | |
| | Driver messaging | Ability to send messages to an individual driver or a group of drivers. |
| | Customer Messaging | Ability to email customers automatically about exceptions logged, service completion. |

| | | |
|---|---|---|
| | Send Reports Automatically | Automatically email staff about inspection report issues, SOS calls, geofence alerts, and resolved issue. |
| **Customer Service** | | |
| | Live Tracking | Monitor vehicles as they complete their route. |
| | Tracking Service | Search when the vehicle was at a stop and view exceptions. |
| | Email customers | Email customers and attach photos of exceptions logged at their address. |
| **Community Insights** | | |
| | City flag list | A list of all the City Flags logged. |
| | Heat map | A heat map of the locations of City Flags logged. |
| **Reporting** | | |
| | Daily route details | The daily route details report is a detailed list of every single stop run on that day. It will include the time that the vehicle was at the stop, whether there was an exception, and if service was completed. |
| | Delivery/utility job history | Delivery/utility job history report will show cart delivery and roll off and bulk item collection. The report shows the driver, the status, the item, and the time service took place over a period of time. |
| | Disposal Tons | The disposal tons report will show the total tons disposed over the selected time. The disposals are broken down into single stream recycling, yard waste, and municipal solid waste. This report is helpful for tracking how much total waste is being generated and dumped. |
| | Driver Productivity | The driver productivity report will show how many routes a driver has run in the selected time period as well as how many total hours run, hours assisting, homes per hour, completion percentage, and more. |
| | Driver Summary | The driver summary report will show how many trips they've run in the selected time period and provide of driver behavior insights such as speeding and hard braking instances. |
| | Fault Codes | The fault code report will show the fault codes generated over the selected period of time by vehicle. It will show total fault codes and critical fault codes. |
| | Fuel Log | The fuel log report will show the number of fill ups, fuel efficiency, miles driven, and gallons used for every vehicle over the selected time period. |
| | Insight History | The insights history report will show vehicle actions such as stationary time, time assisting, phone battery, and fault codes over the selected time period. |
| | Location Alerts | The location alert report will show all the location alerts that are active in the City. Alerts include gate codes, assisted service, and frequent contaminators. |
| | Pre/post Trip | The pre/post trip report will show every line item in the pre and post trip checks over the selected time period. |
| | Roll off Job History | The roll off job history report will show the action that every roll off container has had in the selected time period, including action, location, and service history. |
| | Roll off Service History | The Roll off service history report will show every container in the City, their size, location, and the last time they were serviced. |
| | Pickup report | The pickup report is an exportable list of every exception logged over the selected time period. It will show the resident, address, service, and reason that collection could not occur. |

| | | |
|---|---|---|
| | Route Productivity | The route productivity report will show the average homes collected per hour and per mile, the average disposal pounds per home on that route, the completion percentage, and total tons per route. |
| | Route Summary | The route summary report will show the total disposal tons, issues, stops, and completion percentage by route types. |
| | Unserviced Stops for Residential | The unserviced stops for residential report will show every stop, if any, that were missed during a route on a particular day. |
| **Supervisor App** | | |
| **Operations** | | |
| | Live Tracking | View the locations of the vehicles and route status in live time. |
| | Navigate to a vehicle | The ability to navigate to a vehicle that is on route or broken down. |
| | Messaging | 2-way messaging with drivers. |

## Available RUBICONSmartCity Data Points:

| | |
|---|---|
| **TIME** | |
| Service Time | The time that a location was services. |
| Transit Time | Time in transit between stops. |
| Route Hours | Number of hours rub by a driver over a selected time period. |
| Average Help Hours | The average number of assisting hours by route during a selected time period. |
| Helping Hours | Time a driver assisted on routes over a selected time period. |
| Primary Route Hours | The average number of hours driven by the primary driver during a selected period of time. |
| Homes/Hour | The number of homes serviced per hour over a selected time period. |
| Stationary Time | The time a driver was stationary over a selected time period. |
| Average Trip Time | The average length of a route for a driver over a selected time period. |
| Total Trip Time | The total time that a driver was on route over a selected time period. |
| Average Stationary Time | The average amount a stationary time per route over a selected time period. |
| Total Stationary Time | The total time that a driver was stationary over a selected time period. |
| **TONNAGE** | |
| LBS/Home | The number of disposal pound per home during a selected time period by route. |
| Ton/Route Day | The average number of disposal tons produced by a route over a selected time period. |
| Disposal Tons | Tonnage from disposals. |
| Tonnage by Vehicle | Tonnage weight sorted by vehicle type. |
| Tons | Tons disposed by a driver over a selected time period. |
| **DRIVING BEHAVIOR** | |
| Speeding Instances | Number of speeding instances recorded over a selected time period. |
| Hard Braking Instances | The number of hard braking instances recorded over a selected time period. |
| Hard Turning Instances | Number of hard turning instances recorded over a selected time period. |
| Hard Accelerating Instances | Number of hard accelerating instances recorded over a specific time period. |
| **VEHICLE HEALTH + FUEL** | |
| Total Fault Codes | Number of fault codes recorded over a selected time period. |
| Critical Fault Codes | Number of critical fault codes recorded over a selected time period. |
| Fuel Efficiency | The fuel efficiency of a vehicle over a selected time period. |

| | |
|---|---|
| Number of Fill Ups | The number of fill ups over a selected time period. |
| Total Gallons Filled | The number of gallons filled over a selected time period. |
| Total Gallons Used | Number of gallons used over a selected time period. |
| Total Miles Driven | The total number of miles driven over a selected time period. |
| **SERVICE & EXCEPTIONS** | |
| Insight | Every insight flagged in the system. |
| Insight Driver | The driver that flagged an insight. |
| Insight Vehicle | The vehicle in which the insight was logged. |
| Insight Route | The route in which the insight was logged. |
| Pickup Status | If the service was able to be completed |
| Most Recent Roll Off Service | The last time the roll off container was serviced. |
| Days Since Last Service | The number of days since the roll off container was last serviced |
| Exception Address | The address where the exception was logged. |
| Exception Customer | The name of the customer where the exception was logged. |
| Exception Service | The service type that the exception was logged. |
| Exception Equipment | The equipment that the flagged customer uses. |
| Exception Material | The material type of the exception logged. |
| Exception Date | The date that the exception was logged. |
| Exception Route | The route on which the exception was logged. |
| Exception Driver | The driver that logged the exception. |
| Exception Type | The type of exceptions logged. |
| Exception Details | Details on the exception logged |
| Homes/Mile | The number of homes service per mile during a selected time period by route. |
| Completed Stops | The number of stops completed by route during a selected time period. |
| Helper Completed | The number of stops completed by assisting driver on a route during a selected time period. |
| Completion Percentage | The percentage of stops completed on a route during a selected time period. |
| # of Routes | The number of routes by vehicle type over a selected time period. |
| Total Stops | The number of stops on route by vehicle over a selected time period. |
| Completed Stops | The number of completed stops by vehicle type over a selected time period. |
| Completed Stops % | The completion percentage by vehicle type over a selected time period. |
| Serviced Stops | The number of serviced stops by vehicle type over a selected time period. |
| Serviced Stop % | The service stop completion percentage by vehicle type over a selected time period. |
| Issues Reported | The number of issues reported by vehicle type over a selected time period. |
| Unserviced Driver Name | The name of the driver that did not service a particular route. |
| Unservice Date | That date that the addresses was unservice. |
| Unserviced Address | The address of the unserviced stop. |
| Pickup Status | If the location was serviced or not. |
| Route Count | Number of route run by a driver over a selected time period. |
| Completed Stops | The number of stops completed over a selected time period. |
| Completion Percentage | The percentage of stops serviced over a selected time period. |
| Miles | Miles driven by a driver over a selected time period. |
| Customer Alert | Name of the customer with an alert. |
| Alert Account Number | The account number associated with an alert. |
| Customer Status | The current status with an alert. |
| **GENERAL** | |
| Alert Location | The address tied to an alert. |
| Alert Creation Date | The date an alert was created. |
| Location Alert Title | The title of an alert tied to an address. |

| | |
|---|---|
| Location Alert Description | The description of an alert tied to a address. |
| Location Notes | The notes provided for a location. |
| Alert Email | The email tied to an account with an alert. |
| Pre/Post Check Category | Whether the item was on the interior or exterior inspection. |
| Pre/Post Check Item | The individual item from the inspection. |
| Pre/Post Check Pass/Fail | If the check item passes or fails the inspection. |
| Pre/Post Check Picture | A link to the picture taken during the inspection. |
| Roll Off Pickup Type | The service performed for the roll off container. |
| Roll Off Equipment Type | The type of equipment that the customer has. |
| Ross Off Equipment Size | The size of a customers roll off container. |
| Y-Device Vehicle Name | The name of the vehicle that has the Y-device. |
| Vehicle Type | The type of vehicle with the Y-Device. |
| Y-Device ID | The ID of the Y-Device. |
| Last Communication | The last time information was received by the Y-Device. |
| Days Since Last Communication | The number of Days since information was transferred from the Y-Device. |
| Mileage | The mileage between stops. |
| Driver Name | Driver that serviced a location. |

Rubicon Deliverables:

The below deliverables will be tied to payment milestones and will require City signoff before payment is completed.

## Pre-Cutover Activities:

- Work plan & schedule
- Installation Plan.
- Interface development plan.
- **Rubicon Y installation: *Payment Milestone - $4,287.50**
- **RUBICONSmartCity training: *Payment Milestone - $24,500.00**
- End to end testing.
- **Go-Live: *Payment Milestone - $138,297.60**
- Post-Go-Live Hypercare

## Post Cut-Over Activities:

- Monitor and service the hardware as needed to ensure it continues to function effectively for the lifetime of the contract.
- Ongoing maintenance required through the lifetime of the contract, where necessary.
- **Integration with existing City system(s): *Payment Milestone - $21,875.00**

# City of Midland's Roles & Responsibilities:

Rubicon requires our cities to be full partners in the implementation of this technology; without that, new technology adoption will never happen successfully. To achieve a successful launch, the City and Rubicon must work together to deploy the product. Below Rubicon have outlined the commitments required from the City to ensure a smooth launch and implementation process.

**Provide truck data, route data, process information and knowledge transfer, and customer data (if applicable) per the project schedule and in the approved templates**: without this data and understanding of existing processes, Rubicon will be unable to launch the technology successfully.

- **Make vehicles, drivers, and other staff and resources available**: Rubicon will install much of the technology at nights and/or on weekends, and it to have access to the vehicles during the mutually agreed upon times or windows. It is also helpful to have all relevant project staff available at key moments for training. Rubicon suggests weekends or off hours for Y-Device installation.
- **Appoint a Project Manager**: It is helpful to have a single point of contact in the City from Day 1. This person can help to expedite requests and keep the project on track. This individual will be the main point of contact who will work with Rubicon's project manager and coordinate with City staff. An example role is outlined below.
- **Appoint Authorizing Party(ies):** This person(s) will be responsible for signaling the completion and acceptance of all Rubicon deliverables. It is best of this person(s) are identified at the onset of the project, but the City can adjust their authorization as needed, as long as they provide written notice to Rubicon.

  ***Example City Role:*** Rubicon Project Manager
  ***Skillset:*** Knowledge of the operational processes of the solid waste department, especially as relates to vehicles, drivers, and office operations; knowledge of customers and their needs; understanding of the data flows within the department and outside the department; project management skills.

  ***Hours required:*** 5 - 10 per week, possibly more in the initial launch phase.

  ***Example City Role:*** Installation team
  ***Skillset:*** Technical wherewithal to be able to install the hardware in the trucks. Should the need arise at some point during course of the contracted agreement.
  ***Hours required:*** 1-2 hours at the beginning of the contract, and as needed throughout the lifetime of the contract.

  ***Example City Role:*** Core field team
  ***Skillset:*** Knowledge of the field operation. Typically this is a trusted supervisor with a very good understanding of the field operations and routes. Someone who can be relied upon to be a "subject matter expert" for the rest of the field team.
  ***Hours required:*** 2-4 hours during the launch phase, possibly more with update training.

  ***Example City Role:*** Core office team
  ***Skillset:*** Knowledge of the office and manager processes, route schedules, and the solid waste operations in the city. Typically this is a reliable manager with a strong grasp for the entire operation. It is best if this person is a capable user of technology and can become a "subject matter expert" for both the ICI as well as the portal.
  ***Hours require:*** 8-10 hours during the launch phase with a focus toward the data and route uploads, possibly more with update training.

  ***Example City Role:*** Data + GIS personnel
  ***Skillset:*** Knowledge of the City's resident data. Preferably a strong understanding of the GIS layers pertinent to the Solid Waste operation.
  ***Hours required:*** 5-7 hours during the data collection and upload phase during launch.

The City is responsible for making available to Rubicon detailed data regarding:

1. Trucks
2. Drivers
3. City Staff Users
4. Customer Address Data
5. Customer and Location Service Data

The installation and launch timelines are dependent upon data being provided by the city in the Rubicon-specified format. Rubicon will provide the City with a list of the required service location data and customer information. In the event that the city is unable to provide the required data or formats Rubicon will be able to assist, and as required will submit the corresponding change control detailing mutually agreed upon scope of services including the impact to the project schedule and costs if applicable.

## Rubicon Acceptance Testing & Procedures:

RUBICONSmartCity is a Commercial Off The Shelf technology (COTS). There are no field or data customizations required to operate the software. Rubicon does not partake in acceptance testing, in the traditional sense.

Rubicon does, however, allow for end-to-end testing of all in field devices, as well as system configuration specific to Midland needs and operational functions. All configurations will take place in either the Portal or mobile application during the implementation period of the contract, and will utilize existing functions and data fields of the RUBICONSmartCity system. Rubicon, in coordination with the City, will ensure that all devices, systems, and applications deployed in Midland are operating and functioning as intended. Any bugs, configurations, or adjustments will be made during the “End-to-End Testing” period, prior to a full Midland Team training and deployment.

Rubicon will work closely with Midland to ensure the product is configured to their standards and requirements. There will be a 90-day period in which the City will have the ability to utilize the software in the configured form, and request adjustments as needed prior to the acceptance “Go-Live” period.

## Key Performance Indicators

Rubicon and Sanitation Department will jointly identify a number of key performance indicators (KPIs) to track in order to best determine the success of contract deliverables, as outlined below. These KPIs will be discussed during the “Kick Off” period, and the parties will continue to refine this list throughout the course of the contract by mutual agreement.

# Work Plan & Schedule

Rubicon will work with the Midland Sanitation Department to set benchmarks and timelines for each phase of the contract deployment. The below are the major milestones that will be key for a rapid and on-time deployment. The City will sign off on each benchmark before moving onto the next step.

**Start date:** Date of Contract Signature

**Overview of Milestones and Major Tasks: All days are business days and not inclusive of holidays**

**Kick Off – Within 10 Days of Contract Execution:** Rubicon will work with the City to outline all key deliverables and timelines with City staff. Initial focus will be the steps needed to get the technology set up and running in City vehicles without disrupting existing operations. A key City deliverable during the stage will be providing data points (truck data, route data, customer addresses, facilities, services, and number of containers at each residence) to Rubicon to enable technology implementation and launch.

**Data Upload – Within 30 Days of Contract Execution:** Equipped with the data supplied by City staff, Rubicon will setup the City's Portal including route information, customer addresses, and truck information. The Portal will serve as the main interface for managers and supervisors. Once the Portal is created, Rubicon will provide login information to City staff. To adhere to the project timeline, the timely provision of address, route, and truck information from the City will be critical. Our team will work closely with City officials and provide an easy-to-use data upload template to smooth this process.

**Installation - Within 45 Days of Contract Execution:** Seamless installation and setup is a top priority for our team. Rubicon will install any Rubicon provided devices, hardware, and/or accessories in the agreed upon number of the City's solid waste vehicles. Rubicon will arrange and execute installation of the technology, which will be performed by a certified installer. Rubicon will work in conjunction with the City's team to arrange for installation of all devices in participating vehicles without disruption to day-to-day operations. Installation can be completed with minimal impact on drivers or fleet maintenance staff.

**Initial Staff Training – Within 60 Days of Contract Execution:** Rubicon's Customer Success team will conduct training sessions for key stake holders identified by the City. These training sessions are targeted toward the City designated "subject matter experts" whom will be responsible for the initial round of field testing during the "End to End Testing" period, and also act as the de-facto experts during the "Full Team Training" period. These individuals should include the stakeholders who will be the City's front line power-users for instances such as upgrades, technical issues, and inter-city driver related questions.

**End to End Testing – 70 Days of Contract Execution:** Rubicon's Customer Success team will work with the City and the designated stakeholders to ensure all hardware is installed and functioning as expected in the field. Additionally, during this time Rubicon will confirm all communication between vehicles, devices, and software are operation as intended. Rubicon will use this time to review and complete any configurations prior to moving forward to the "Full Team Training. This includes but is not limited to, the verification of route data, initial proximity review, and the validation of customer data. Midland will be required to accept the results of this phase prior to moving forward with the "Full Team Training" period.

**Full Team Training – Within 85 Days of Contract Execution:** The Customer Success team will conduct a series of In-Cab-Interface training sessions to all drivers. The sessions will be delivered on a schedule that does not impact the drivers ability to complete their daily routes, and focus on the functionality of the ICI and the daily requirements expected of each driver. Rubicon will conduct separate in person Portal trainings for the City's department managers, supervisors, customer service team(s), and anyone else the City wants to train. These training sessions will focus on the workflows and use cases of each role, and how to utilize RUBICONSmartCity to improve their daily functions.

**Go Live – 90 Days of Contract Execution:** Within 90 days of the contract being signed, Rubicon will have completed all testing and configuration of the devices to ensure everything is working correctly. In addition, Rubicon will conduct ongoing calls with the City to assess where business processes can be modified to best leverage the technology and highlight key

trends in the data. Rubicon will sustain a weekly call cadence with the City until the City notifies Rubicon they are comfortable to move to a bi-weekly cadence for the remainder of the contracted relationship.

## Rubicon Training

Training is conducted by Rubicon's Launch Team. Rubicon will conduct initial training with drivers and office staff. Rubicon will be responsible for training Midland's core team (both functional and technical roles) in all aspects of the product and assisting with set-up, configuration, and testing. Rubicon will organize comprehensive and specialized training sessions for different Midland stakeholders. Rubicon offers training and support in the following formats, there is no difference in pricing for different training models:

- In Person
- On-Site Training
- Training Manuals

### Initial Staff Training

Rubicon will schedule and organize a training session for key stakeholders in the City. These stakeholders will become the City's "subject matter experts" for RUBICONSmartCity. During the training, Rubicon will educate the Department designated drivers and managers on how to use the In-Cab-Interface and portal. The initial training will be used to train the power users who will be responsible for collaborating with the Rubicon team during the end-to-end testing period. These power users will also act as a point of contact going forward with Rubicon and the broader Midland team.

Rubicon will conduct driver training before the designated drivers go on their route and will be available for comments or questions when they return. Driver training will cover all functions of the application for every applicable service type (i.e. residential, front load, roll off, supervisor). Rubicon will then provide the designated City staff with Portal training. Portal training will encompass daily route management, dispatching, customer service or support, route planning, as well as other functions specific to the daily needs of the department's operations. At the end of training, all participants should be experts in the subject matter and be able to address questions from other staff members when they arise

### Full Team Training

Rubicon in partnership with Midland's subject matter experts will conduct Training classes with the full Midland team. Deliverables will include:

- Rubicon will schedule Training Classes with Midland for the full team training.
- Rubicon will provide a class outline to the Midland Project Team for review at least 1 week prior tothe full team classes beginning
- Rubicon will provide full team classes for all Midland user types that cover all featuresand functionally of the respective Midland user types

- Rubicon will provide Midland with an electronic Frequently Asked Questions document after the full team classes are completed that reflects the most common questions asked during the Train-the-Trainer classes for Midland's use
- Rubicon will record all full team classes and provide the recordings to Midland for their use

## Hypercare Support

Rubicon will assign a Launch and Implementation specialist to provide support over a 3 month period to Midland users after the Rubicon Go-Live to make sure that the solution is functioning as designed, and that it supports the business objectives of the City. Rubicon will monitor the application systems closely and respond to critical and high severity issues as a top priority. Specifically, the Hypercare period will consist of:

Closely monitoring of the application and interface systems for problems

- Resolution of critical and high severity application or interface issues as early soon as possible
- Documenting and tracking of all application or interface issues, including expected resolution for all reported items, regardless of severity level
- Ad-hoc support for Midland users to address functionality questions
- Weekly meetings at a set time to review open issues/defects, address training items and answer Midland questions
- Rubicon will increase the number of Support Staff during this period to better manage the volume of calls/reports, as well as to resolve critical and high severity issues sooner
- Rubicon support hours during this period will be Monday-Friday from 7:30 AM to 8:00 PM MDT
- Midland will report critical and high severity application or interface issues to Rubicon by calling their support phone number or using the Zendesk Portal.
- Midland will report medium and low severity application or interface issues to Rubicon by calling their support phone number or opening a support ticket through Rubicon's Upshot web portal.

**Training For Software Updates**

Rubicon provides periodic software updates to the Portal the Driver App. Notice of new updates and the features included will be communicated with Midland prior to release. Description of all software release notes and dates are available in the Portal for Midland's review. All software updates will be pushed out during the night to ensure no impact on the system when in use.

Rubicon will train the relevant Midland stakeholders on what the new enhancements are, their use cases, and how the City can utilize the new feature. Rubicon will provide Midland with a dedicated Customer Service Manager, who will organize specialized training sessions for Midland staff to better understand and use the new features

While many software updates will be minor and not require additional training, if a major software update occurs, the Customer Success Manager will coordinate with Midland to schedule and conduct a training session on the new updates. Ideally, this training will take place no later than 48 hours after a major software update is announced. The City can choose to delay the update until training has taken place. Scheduled Training for Major Software Updates can be conducted virtually or in person dependent upon what is most feasible

# Project Schedule

RUBICON

## PROJECT SCHEDULE + TRAINING PLAN - CITY OF MIDLAND

**Exhibit B**

This template workplan outlines how Rubicon will implement a Route and Service Management System for the City of Midland. Each step details the events in a sequential manner, identifying key personnel and estimated time required to complete each step.

**Timing depends on City deliverable

| Steps | Key Personnel | Time | | Entities Involved | |
|---|---|---|---|---|---|
| **PHASE I: IMPLEMENTATION** | | | | | |
| **INTERNAL KICK-OFF + SET UP** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| Schedule Internal Kickoff | Partnerships Team | 0.5 | Prior to Project Start | x | |
| All Project Team Members Identified, including dedicated Customer Success Manager | Partnerships Team / Customer Success | 0.5 | Prior to Project Start | x | |
| Set up Weekly Implementation Meetings for Milestone Updates (Internal to Rubicon) | Partnerships Team | 0.5 | Prior to Project Start | x | |
| Finalize Customer Rollout and Implementation Plan | Customer Success Team | 5 | Within 15 Days of Project Start | x | |
| Create Basecamp Portal | Customer Success Team | 0.5 | Within 15 Days of Project Start | x | |
| Setup and Configure City Support Email Address | Customer Success Team | 0.5 | Within 15 Days of Project Start | x | |
| Ask City to Provide Address, Route, Driver, and Truck Data (if not already in progress) | Partnerships Team / Customer Success | 30 | Prior to Project Start | x | X |
| **Order Equipment** | **Customer Success Team** | **5 - 15** | **Within 15 Days of Project Start** | **x** | |
| **CITY - RUBICON KICK-OFF** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Schedule City Kickoff** | **Customer Success Team** | **0.5** | **Within 15 Days of Project Start** | **x** | **x** |
| **Agree goals and KPIs with City Staff** | **Customer Success Team** | **5** | **Within 15 Days of Project Start** | **x** | **x** |
| **Agree on Weekly Implementation Updated Format (Meetings, Emails, etc) for Milestone Updates** | **Customer Success Team** | **0.5** | **Within 15 Days of Project Start** | **x** | **x** |
| **Confirm Financial Set-up Process: Payment Terms, Future Procurement, etc, if necessary** | **Customer Success Team** | **0.5** | **Prior to Project Start** | **x** | |
| **Discuss Any Other Customer Specific Requests or Unique Needs** | **Customer Success Team** | **0.5** | **Within 15 Days of Project Start** | **x** | **x** |
| **Agree on Telematics Device Installation Dates and Key Personnel for Installation** | **Customer Success Team** | **5** | **Within 15 Days of Project Start** | **x** | **x** |
| **Agree on Key Personnel for Training** | **Customer Success Team** | **1** | **Within 15 Days of Project Start** | **x** | **x** |
| **Agree to System Testing Acceptance Plan** | **Customer Success Team** | **1** | **Within 15 Days of Project Start** | **x** | **x** |
| **Outline Calibration Period** | **Customer Success Team** | **0.5** | **Within 15 Days of Project Start** | **x** | |
| **Agree on Service Times for Issues (Service Level Agreement)** | **Customer Success Team** | **2** | **Within 15 Days of Project Start** | **x** | **x** |
| **Discuss and Agree on Plan for Immediate Integration with City Systems and Future Integrations** | **Customer Success Team** | **3** | **Within 15 Days of Project Start** | **x** | |
| **City Staff Deliver Address, Route, Driver, and Truck Data** | **Customer Success Team** | **10** | **Within 15 Days of Project Start** | | **x** |
| **Upload City Data to Portal** | **Product Team** | **30** | **Depends on City Deliverable** | **x** | **x** |
| **Create City Portal** | **Product Team** | **0.5** | **Depends on City Deliverable** | **x** | |
| **Gain full alignment on historical baseline data (if applicable)** | **Customer Success Team** | **0 - 5** | **Within 60 Days of Project Start** | **x** | **x** |
| **INTEGRATION** | **Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Schedule City Integration** | **Customer Success Team / Product Team** | TBD | Ongoing | **x** | **x** |
| **Integration Approach Review & Agreement** | **Customer Success Team / Product Team** | TBD | Ongoing | **x** | **x** |
| **Architecture and Environment Discussions** | **Customer Success Team / Product Team** | TBD | Ongoing | **x** | **x** |
| **Rubicon Presents existing API and Integration Solution Architecture** | **Customer Success Team / Product Team** | TBD | Ongoing | **x** | |
| **Joint Review of Data Requirements** | **Customer Success Team / Product Team** | TBD | Ongoing | **x** | **x** |
| **Prioritization and Change Control** | **Customer Success Team / Product Team** | TBD | Ongoing | **x** | **x** |
| **Integration with City Software Systems Begins** | **Customer Success Team / Product Team** | TBD | Ongoing | **x** | **x** |
| **TELEMATICS INSTALLATION + TRAINING** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Install Telematics in Trucks** | **Customer Success Team** | 5 | Within 30 days of Truck Data Received** | **x** | **x** |
| **Complete Initial Test of Installation and Start Calibration Period** | **Customer Success Team** | 1 | Within 30 days of Truck Data Received** | **x** | **x** |
| **Complete Calibration Period and Confirm Data Integrity** | **Customer Success Team** | 14 | Within 45 days of Truck Data Received** | **x** | |
| **Provide Any Additional Equipment as necessary** | **Customer Success Team** | **0-5** | **Ongoing** | **x** | |
| **Confirm Device Calibration** | **Customer Success Team** | **0.5** | **Within 45 days of Truck Data Received ****** | **x** | |
| **Confirm Cellular Data Transmission Consistency** | **Product Team / Customer Success Team** | **0.5** | **Within 45 days of Truck Data Received ****** | **x** | |
| **Identify and Correct Any Address, Service, Driver or Truck Inconsistencies** | **Product Team / Customer Success Team** | **0-5** | **Within 50 days of Truck Data Received ****** | **x** | |
| **Provide Additional Training to City Staff as needed** | **Product Team / Customer Success Team** | **0-10** | **Ongoing** | **x** | **x** |
| Telematics Go Live | | | | | |
| **IN CAB INTERFACE SETUP** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Setup Phones and Configure App** | **Customer Success Team** | 1 | Within 55 days of Customer Data Received** | **x** | |
| **Enter Device IDs** | **Customer Success Team** | 0.5 | Within 55 days of Customer Data Received** | **x** | |
| **ON-SITE TRAINING** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| Initial Staff Training | Customer Success Team | 1 | Within 70 days of Customer Data Received** | x | x |
| **Full Team Training** | **Customer Success Team** | 5 - 10 | Within 70 days of Customer Data Received** | **x** | **x** |
| **Train Drivers on Phones** | **Customer Success Team** | 5 - 10 | Within 70 days of Customer Data Received** | **x** | **x** |
| **Train Supervisors on Phones + Portal** | **Customer Success Team** | 5 - 10 | Within 70 days of Customer Data Received** | **x** | **x** |
| **Train Office Staff on Portal** | **Customer Success Team** | 0.5 | Within 70 days of Customer Data Received** | **x** | **x** |
| **Train Other Department Staff (311 Center, etc)** | **Customer Success Team** | 0.5 | Within 70 days of Customer Data Received** | **x** | **x** |
| **Launch Training Complete** | | | | | |
| **Provide Any Additional Equipment as necessary** | **Customer Success Team** | 0 - 5 | Ongoing | **x** | |
| **SOFT LAUNCH** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Confirm Cellular Data Transmission Consistency** | **Product Team / Customer Success Team** | 5 - 10 | Within 80 days of Customer Data Received** | **x** | |
| **Identify and Correct Any Address, Service, Driver or Truck Inconsistencies** | **Product Team / Customer Success Team** | 0 - 5 | Within 80 days of Customer Data Received** | **x** | |
| **Test Smart Phone Systems** | **Customer Success Team** | 0.5 | Within 80 days of Customer Data Received** | **x** | |
| **Provide Additional Training to City Staff as needed** | **Customer Success Team** | 0 - 10 | Ongoing | **x** | **x** |
| **Drivers Login to Routes on Phones Daily** | **Customer Success Team** | 1 | Within 100 days of Customer Data Received** | **x** | **x** |
| **Conduct Dry Runs + Ride Alongs with Drivers as needed** | **Customer Success Team** | 0 - 10 | Within 100 days of Customer Data Received** | **x** | **x** |
| **Supervisors and Office Staff Use Portal to Plan Routes** | **Customer Success Team** | 1 | Within 100 days of Customer Data Received** | **x** | **x** |
| **Customer Success Team and Account Manager Provide On-Site Support and Training** | **Customer Success Team** | Ongoing | Ongoing | **x** | **x** |
| **TESTING AND ACCEPTANCE PLAN** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Launch sytem acceptance plan** | **Customer Success Team** | 60 | Within 120 days of Customer Data Recieved** | **x** | **x** |
| **System accepted and officially launched** | | | | | |
| **PHASE II: RECURRING** | | | | | |
| **ONGOING SUPPORT** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Customer Success Team Provides On-Site Support and Training** | **Customer Success Team** | **Ongoing** | **Ongoing** | **x** | **x** |
| **All Challenges Logged with Plan to Resolve** | **Customer Success Team** | **0 - 5** | **Ongoing** | **x** | |
| **Check-in Cadence Identified and Meetings Scheduled** | **Customer Success Team** | **0.5** | **Ongoing** | **x** | **x** |
| **Provide Release Notes To Key Staff** | **Customer Success Team** | **0.25 / week** | **Ongoing** | **x** | |
| **Monthly Check-in Call with Key Team Members to Review and Repair Issues** | **Customer Success Team** | 0.5 / month | Ongoing | **x** | **x** |
| **Schedule and Complete mid-point Check-in** | **Customer Success Team** | **0.5** | **Ongoing** | **x** | **x** |
| **Provide Visibility on Requested Product Enhancements** | **Customer Success Team / Product Team** | **0.25 / week** | **Ongoing** | **x** | **x** |
| **PHASE III: FLEET OPTIMIZATION (Optional)** | | | | | |
| **FLEET OPTIMIZATION** | **Rubicon Owner** | **Estimated Days to Complete** | **Schedule** | **Rubicon** | **City of Midland** |
| **Pull Vehicle Route Performance Data from System** | **Product Team** | **5** | **Within 30 days of Fleet Optimization Kick Off**** | **x** | |
| **Obtain GIS Centerline Files From City** | **Customer Success Team / Product Team** | **7** | **Within 30 days of Fleet Optimization Kick Off**** | **x** | **x** |
| **Validate Centerline Files from City and Setup Norfolk Map** | **Customer Success Team / Product Team** | **14** | **Within 45 days of Fleet Optimization Kick Off**** | **x** | |
| **Validate all Addresses and Services** | **Customer Success Team / Product Team** | **21** | **Within 45 days of Fleet Optimization Kick Off**** | **x** | |
| **Setup Midland Constraints, Load Addresses, and Create Zones** | **Customer Success Team / Product Team** | **14** | **Within 90 days of Fleet Optimization Kick Off**** | **x** | |
| **Validate New Zones with City** | **Customer Success Team / Product Team** | **1** | **Within 90 days of Fleet Optimization Kick Off**** | **x** | **x** |
| **Create Daily Routes for Each Zone** | **Customer Success Team / Product Team** | **10** | **Within 90 days of Fleet Optimization Kick Off**** | **x** | |
| **Validate New Daily Routes with City** | **Customer Success Team / Product Team** | **1** | **Within 90 days of Fleet Optimization Kick Off**** | **x** | **x** |
| **Testing Period** | **Customer Success Team / Product Team** | **7** | **Within 120 days of Fleet Optimization Kick Off**** | **x** | |
| **City Confirms Go Live with New Zones and Routes** | **Customer Success Team / Product Team** | **1** | **Within 120 days of Fleet Optimization Kick Off**** | **x** | **x** |
| **Drivers Go Live with New Zones and Routes** | **Customer Success Team / Product Team** | **1** | **Within 180 days of Fleet Optimization Kick Off**** | **x** | |
| **Calibration and Adjustment Period to Finalize Routes and Zones** | **Customer Success Team / Product Team** | **14** | **Within 180 days of Fleet Optimization Kick Off**** | **x** | |
| **City Signs off on Project** | **Customer Success Team / Product Team** | **1** | **Within 180 days of Fleet Optimization Kick Off**** | **x** | **x** |

Service Level Agreement

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS). Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%.** Service Availability is calculated per month as follows: (Total time - Unplanned Outage - Planned Maintenance) / (Total – Planned Maintenance) X 100

Definitions:

- *Total time* is the total minutes in the month
- *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
- *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 9 pm (Central) on Fridays; monthly maintenance begins at 1:00 am (Central) on Saturday; and quarterly maintenance begins at 5:00am (Central) on Saturday. The City can request updates can occur at more convenient times. During the update, the system will be unavailable and City staff do not need to be present. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.

Service Response:

- Rubicon Production Support and Service Level Availability Policy (SLA)
    a. Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two(2) seconds or less and not more than 10% in five (5) seconds or more. Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
    b. The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
    c. Disaster Recovery
- Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
    a. Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
    b. Severity Level Determination Submittal
- Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level

designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation.. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

Rubicon Support Scope:

- Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third-party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customers acts or omissions; and (ii) force majeure events shall be excused.

## Fleet Equipment Installation Plan

Seamless installation and setup is a top priority for our team. The only installation required to run RUBICONSmartCity in the City's vehicles is a mount to secure the ICI. The mount requires four screws to properly secure the device in the vehicle. The mounts can be installed in a matter of minutes. The City's IT hardware team can set up the mounts in the vehicles themselves or, if preferred, the City can work with one of Rubicon's subcontractors to install the mounts. Installation costs are outlined in the pricing proposal.

The ICI was purposely designed to be mobile and interchangeable, allowing any operator to use any ICI in any vehicle. The transfer of the ICI devices is effortless and takes only as much time as an operator walking from one truck to another or from the yard to a truck. Rubicon understands that heavy duty vehicles often require maintenance that will temporarily bring them off of the road. Due to the portability of the ICI devices, the City only needs as many devices as there are daily routes, reducing the need to procure hardware for every vehicle in your fleet. This an important distinction from most other service providers - both in terms of flexibility and cost savings - as they require hard-wiring across an entire fleet for all components of their solution, meaning that a city is still paying for technology on a truck that is out of service.

When not in use, our city partners typically house the ICI devices in a secure room at the truck yard. Rubicon provides the proper number of charging mounts (each mount supports 10 ICI devices) and cords.

# Project Escalation Path

Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Rubicon has determined a response protocol based on varying degrees of severity levels ranging from Severity Level 1 - Severity Level 5 as outlined below:

SEVERITY LEVEL 1

Definition: The Rubicon Service is unavailable for all users

- Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
- Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon department. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

SEVERITY LEVEL 2

Definition: The Rubicon Service contains a bug that prevents a Customer from executing one or more critical business processes with a significant impact and no workaround exists.

- Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
- Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. The Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within four (4) hours. Customers may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

SEVERITY LEVEL 3

Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.

- Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.

- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

SEVERITY LEVEL 4:

Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.

- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

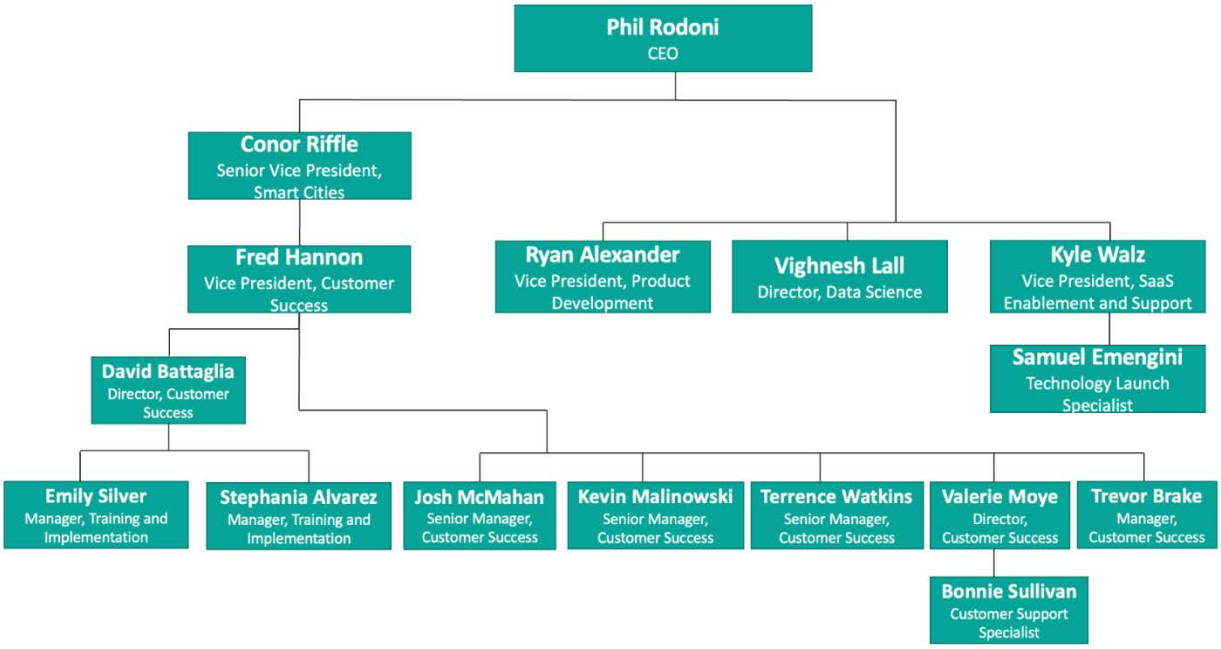
SEVERITY LEVEL 5: CUSTOMER CARE or OPERATIONS REQUEST

Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.

- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
- Escalation: None.
- Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner

## Project Team

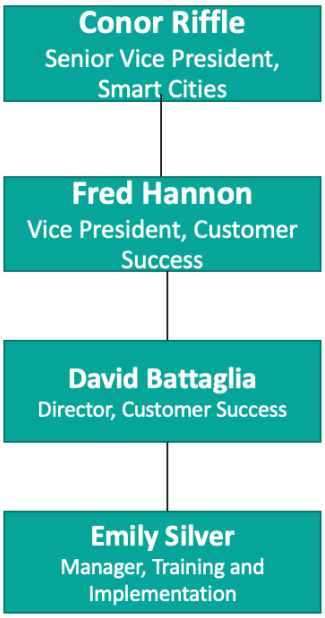
Rubicon Organization Chart




Rubicon will support the City of Midland across three specialized and experienced teams: Customer Success, Product Development & Technology, and Smart City Partnerships. Each team includes industry experts and professionals who will be responsible for collaborating with City staff to ensure successful implementation, deployment, and maintenance of the technology throughout the contract duration. These teams bring exceptional experience – in routing, solid waste operations, technology, and city government – to meet the City's requirements and needs. The four Rubicon team members who will be principally responsible for this project are:

- David Battaglia, Director, Customer Success. Project Manager
- Emily Silver, Manager, Training & Implementation
- Fred Hannon, Vice President, Customer Success
- Conor Riffle, Senior Vice President, Smart Cities

Below is an organizational chart of key support personnel, titles, and roles as well as a description of the four core individuals:




*David Battaglia - Director, Customer Success*

EXPERIENCE WITH RUBICON | David joined Rubicon in April 2016. Over the past 6.5 years David has launched and managed RUBICONSmartCity tech for both municipal and private contracts throughout the country. This includes working on contracts such as Atlanta, Santa Fe, and Houston. He is currently the Director of Customer Success and Launch Operations for RUBICONSmartCity products. His role includes overseeing the launch of all new RUBICONSmartCity. He works in tandem with the Launch Team to configure the RUBICONSmartCity tech to align with the customer's operation and tailor training sessions to their objectives.

QUALIFICATIONS | Prior to working at Rubicon, David spent 8 years combined working in operations for private waste haulers in the Chicagoland area. He spent time as a Midwest Region Project Manager and Operations Analyst for one of the largest private waste haulers in the country.

ROLE TO BE PERFORMED | David will be working to support the Launch Manager throughout the launch process as a point of escalation, if needed. After the launch is completed, David will also serve as the Customer Success Manager and will become the direct point of contact for the city.

*Emily Silver- Manager, Training and Implementation*

EXPERIENCE WITH RUBICON | Emily started at Rubicon in 2022. Her role focuses on assisting our city partners in adopting and implementing Rubicon's technology.

This allows cities to achieve greater operational efficiency through a data enabled model.

QUALIFICATIONS | Prior to working at Rubicon, Emily has a strong background in implementing software, focusing on process improvement, and maximizing profitability.

ROLE TO BE PERFORMED | Emily will work in close alignment with Fred as an implementation and training specialist for all implementation and customer support matter.

*Fred Hannon – Vice President, Customer Success*

EXPERIENCE WITH RUBICON | Fred Hannon joined Rubicon at the start of 2020. He is tasked with the development and management of Rubicon's Customer Success department. Fred previously built customer-focused management teams and has more than 10 years of municipal management experience.

QUALIFICATIONS | Fred has 20+ years of leadership experience, most notably with early-stage companies involved in municipal services. He's held positions in publishing, financial services, parking enforcement and an entrepreneurial venture as a landscape designer. Fred currently manages a team with direct responsibility for Rubicon's entire municipal portfolio including Spokane, WA; Montgomery, AL and Santa Fe, NM.

ROLE TO BE PERFORMED | Fred will oversee all phases of the engagement to ensure the City's needs are met and exceeded. Fred will report and escalate any issues to Fred as required. During the launch and implementation phase, Fred will dedicate his time to help ensure a seamless transition of the technology deployment. Following the completion of the launch and implementation phase, Fred will support the City on an as-needed

*Conor Riffle - Senior Vice President, Smart Cities*

EXPERIENCE WITH RUBICON | Conor Riffle, Senior Vice President of Smart Cities, joined Rubicon in 2017. He oversees business development and customer success for Rubicon's Smart Cities product. Conor has supported city governments in delivering more sustainable, efficient services for the last ten years.

QUALIFICATIONS | Before Rubicon, Conor was one of the early employees at the Clinton Foundation, where he helped to build the C40, a network of the world's largest cities dedicated to climate change action. Beginning in 2010, Conor served as the founding Director of Cities and Data Product Innovation at CDP, an international environmental NGO. Under Conor's leadership, CDP's cities program achieved global recognition as the premier platform for city governments to report environmental data. More than 600 global cities now use CDP's platform annually. In 2013 and again in 2017, Bloomberg Philanthropies announced major investments in CDP's work with

cities. Conor has overseen the successful deployment of RUBICONSmartCity in over 75+ cities.

ROLE TO BE PERFORMED | Conor will oversee all phases of the engagement to ensure the City's needs are met and exceeded. The City's dedicated Customer Success Manager will report and escalate any issues to Fred as required.

# Fleet Services Division

**INTEROFFICE MEMORANDUM**

**TO: Regina Stephenson**

**FROM: Eloy Salinas**

**SUBJECT: Bid # 23001543 for the admin cars, light trucks and cargo van**

**DATE: March 14, 2023**

**(Special note concerning the bid tabulation, Grapevine Dodge and Randall Reed's Planet Ford were deemed non-responsive because of the items that were bid they could not guarantee delivery of the vehicles at the price they bid and, therefore, did not meet the requirements of the bid request.)**

**Item 1: Fleet services is requesting the purchase of (1) one administrative car that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY 2023 is $34,375 for (1) one admin car. Caldwell Country Chevrolet from Caldwell, Texas has submitted a bid proposal of $29,700 for the purchase of (1) one admin car. Fleet services accepts this bid from Caldwell Country Chevrolet which meets all specifications.**

**Item 2: Fleet services is requesting the purchase of (7) seven full size ½ ton regular cab trucks which will be replacements for units that have gone beyond their useful service life. Budgeted amount for FY 2023 is $257,684 for (7) seven full size ½ ton regular cab trucks with requested options. Triple Crown Ford Lincoln from Stephenville, Texas has submitted a bid proposal of $258,181 for**

**the purchasing of (7) seven full size ½ ton regular cab trucks. Fleet services accepts this bid from Triple Crown Ford Lincoln which meets all specifications.**

**Item 3: Fleet services is requesting the purchase of (9) nine full size ½ ton extended cab trucks that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY 2023 is $406,116 for (9) nine full size extended cab trucks with requested options. Caldwell Country Chevrolet from Caldwell, Texas has submitted a bid proposal of $385,245 for the purchase of (9) nine full size ½ ton extended cab trucks. Fleet services accepts this bid from Caldwell Country Chevrolet which meets all specifications.**

**Item 4: Fleet services is requesting the purchase of (2) two full size ½ ton crew cab 4x2 trucks that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY 2023 is $94,122 for (2) two full size ½ ton crew cab 4x2 trucks with requested options. Triple Crown Ford Lincoln from Stephenville, Texas has submitted a bid proposal of $89,976 for the purchase of (2) two full size ½ ton crew cab 4x2 trucks. Fleet services accepts this bid from Triple Crown Ford Lincoln which meets all specifications.**

**Item 5: Fleet services is requesting the purchase of (1) one ¾ ton crew cab 4x4 diesel truck that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY 2023 is $63,937 for (1) one ¾ ton crew cab 4x4 diesel truck with requested options. Caldwell Country Chevrolet from Caldwell, Texas has submitted a bid proposal of $62,455 for the purchase of (1) one ¾ ton crew cab 4x4 diesel truck. Fleet services accepts this bid from Caldwell Country Chevrolet which meets all specifications.**

**Item 6: Fleet services is requesting the purchase of (1) one ¾ ton crew cab 4x2 truck which will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY 2023 is $50,114 for (1) one ¾ ton crew cab 4x2 truck with requested options. Caldwell County Chevrolet from Caldwell, Texas has submitted a bid proposal of $49,170 for the purchase of (1) one ¾ ton crew cab 4x2 truck. Fleet services accepts this from Caldwell Country Chevrolet which meets all specifications.**

**Item 7: Fleet services is requesting the purchase of (3) three ¾ ton regular cab and chassis trucks that will be replacements for units that gone beyond their useful life. Budgeted amount for FY 2023 is $123,747 for (3) three ¾ ton regular cab and chassis trucks with requested options. Triple Crown Ford Lincoln from Stephenville, Texas has submitted a bid proposal of $143,694 for the purchasing**

**of (3) three ¾ ton regular cab and chassis trucks. Fleet services accepts this bid from Triple Crown Ford Lincoln which meets all specifications.**

**Item 8: Fleet services is requesting the purchase of (2) two 1 ton extended cab and chassis single rear wheel trucks that will be replacements for units that have gone beyond their useful service life. Budgeted amount for FY 2023 is $107,598 for (2) two 1 ton extended cab and chassis single rear wheel trucks with requested options. Triple Crown Ford Lincoln from Stephenville, Texas has submitted a bid proposal of $106,980 for the purchase of (2) two 1 ton extended cab and chassis single rear wheel trucks. Fleet services accepts this bid from Tiple Ford Lincoln which meets all specifications.**

**Item 9: Fleet services is requesting the purchase of (2) two 1 ton extended cab and chassis dual rear wheel trucks that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY 2023 is $105,374 for (2) two 1 ton extended cab and chassis dual rear wheel trucks with requested options. Triple Crown Ford Lincoln from Stephenville, Texas has submitted a bid proposal of $107,468 for the purchase of (2) two 1 ton extended cab and chassis dual rear wheel trucks. Fleet services accepts this bid from Triple Crown Ford Lincoln which meets all specifications.**

**Item 10: Fleet services is requesting the purchase of (1) one mid size crew cab truck that will be a replacement for a unit that has gone beyond its serviceable life. Budgeted amount for FY 2023 is $34,062 for (1) one mid size crew cab truck with the requested options. Triple Crown Ford Lincoln from Stephenville, Texas submitted a bid proposal of $34,340 for the purchase of (1) one mid size crew cab truck. Fleet services accepts this bid from Triple Crown Ford Lincoln which meets all specifications.**

**Item 11: Fleet services is requesting the purchase of (1) one cargo van that will be a replacement for a unit that has gone beyond its serviceable life. Budgeted amount for FY 2023 is $41,875 for (1) one cargo van with the requested options. Caldwell Country Chevrolet from Caldwell, Texas has submitted a bid proposal of $45,630 for the purchase of (1) one cargo van. Fleet services accepts this bid from Caldwell Country Chevrolet which meets all specifications.**

**Item 12: Fleet services is requesting the purchase of (1) one mid size regular cab truck that will be a replacement for a unit that has gone beyond its serviceable life. Budgeted amount for FY 2023 is $32,862 for (1) one mid size regular cab truck with the requested options. Triple Crown Ford Lincoln from Stephenville,**

**Texas has submitted a bid proposal of $31,998 for the purchase of (1) one mid size regular cab truck. Fleet services accepts this bid from Triple Crown Ford Lincoln which meets all specifications.**

**Item 13: Fleet services is requesting the purchase of (2) two ¾ ton extended cab 4x4 trucks that will be replacements for units that have gone beyond their serviceable life. Budgeted amount for FY 2023 is $107,848 for (2) two ¾ ton extended cab 4x4 trucks with requested options included. Caldwell Country Chevrolet from Caldwell, Texas has submitted a bid proposal of $107,530 for the purchase of (2) two ¾ ton extended cab 4x4 trucks. Fleet services accepts this bid from Caldwell Country Chevrolet which meets all specifications.**

**Sincerely,**

**Manuel Eloy Salinas**

**City of Midland Garage Superintendent**

# City Council Meeting

**Item Number:** 20

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,452,367.00 (DISTRICT: NONE) (GENERAL SERVICES)

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**Purpose:**

Resolution approving the purchase of cars and light trucks.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is available in the FY2023 Garage Fund operating budget.

**Discussion:**

The City Manager approved specifications and authorized advertisement for bids for one (1) Administrative Car, seven (7) Full Size 1/2 Ton Regular Cab Pickups, nine (9) Full Size 1/2 Ton Extended Cab Pickups, two (2) Full Size 1/2 Ton Crew Cab Pickups 4x2, one (1) Full Size 3/4 Ton Crew Cab 4x4, one (1) Full Size 3/4 ton Crew Cab 4x2, three (3) Full size 3/4 ton Regular Cab and Chassis, two (2) Full Size 1 Ton Extended Cab and Chassis 4x2, two (2) Full Size 1 Ton extended Cab and Chassis 4x2, Dually, one (1) Mid-Size Crew Cab Pickup 4x2, one (1) Cargo Van, one (1) Mid-Size Regular Cab Pickup 4x2 and two (2) Full Size ¾ ton Extended Cab 4x4 Pickups.

Four (4) bids were received for the above vehicles. Bids from two (2) dealerships were deemed non-responsive because they could not guarantee delivery of the vehicles at the price they bid and, therefore, did not meet the requirements of the bid request. Staff recommends purchasing items 1, 3, 5, 6, 11 and 13 from the apparent low bidder, Caldwell Country Chevrolet and items

2, 4, 7, 8, 9, 10 and 12 from the apparent low bidder Gilchrist Automotive Group dba Triple Crown Ford. Please see the attached memo from Manuel Salinas, Garage Superintendent for additional information.

Therefore, please consider a resolution approving the purchase of vehicles as shown below:

| Item | Dealership | Total Cost |
|---|---|---|
| 1 | Caldwell Country Chevrolet of Caldwell, Texas | $29,700.00 |
| 2 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $258,181.00 |
| 3 | Caldwell Country Chevrolet of Caldwell, Texas | $385,245.00 |
| 4 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $89,976.00 |
| 5 | Caldwell Country Chevrolet of Caldwell, Texas | $62,455.00 |
| 6 | Caldwell Country Chevrolet of Caldwell, Texas | $49,170.00 |
| 7 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $143,694.00 |
| 8 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $106,980.00 |
| 9 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $107,468.00 |
| 10 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $34,340.00 |
| 11 | Caldwell Country Chevrolet of Caldwell, Texas | $45,630.00 |
| 12 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $31,998.00 |
| 13 | Caldwell Country Chevrolet of Caldwell, Texas | $107,530.00 |
| | | |
| | Total Cost for all vehicles | **$1,452,367.00** |

Tina Jaug

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,452,367.00**

**WHEREAS**, the City Manager approved the specifications and authorized the advertisement for bids for the purchase of various vehicles for the General Services Department; and

**WHEREAS,** Bid No. 23001543 was opened on February 22, 2023, with the lowest and/or most advantageous bids being submitted by the following bidders, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes:

| Item | Dealership | Total Cost |
|---|---|---|
| 1 | Caldwell Country Chevrolet of Caldwell, Texas | $29,700.00 |
| 2 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $258,181.00 |
| 3 | Caldwell Country Chevrolet of Caldwell, Texas | $385,245.00 |
| 4 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $89,976.00 |
| 5 | Caldwell Country Chevrolet of Caldwell, Texas | $62,455.00 |
| 6 | Caldwell Country Chevrolet of Caldwell, Texas | $49,170.00 |
| 7 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $143,694.00 |
| 8 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $106,980.00 |
| 9 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $107,468.00 |
| 10 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $34,340.00 |
| 11 | Caldwell Country Chevrolet of Caldwell, Texas | $45,630.00 |
| 12 | Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas | $31,998.00 |
| 13 | Caldwell Country Chevrolet of Caldwell, Texas | $107,530.00 |
| | | |
| | Total Cost for all vehicles | **$1,452,367.00** |

**WHEREAS**, the City Council finds the prices proposed by the respective bidders to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the purchase of said vehicles from the respective bidders listed herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the City Manager is hereby authorized and directed to purchase the above-referenced vehicles from the respective bidders listed herein for a total cost of $1,452,367.00.

**SECTION TWO.** That the City Comptroller is hereby authorized and directed to pay the respective bidders for said vehicles from funds available in the FY2023 Garage Fund operating budget upon receipt of proper invoice or statement 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# City of Midland - Bid Tabulation

| BID # 23001543<br>FY 2023 Cars, Light Trucks & SUVs<br>OPENED February 22, 2023 | | | Caldwell Country Chevrolet<br>PO BOX 27<br>Caldwell, TX 77836<br>979-567-1500<br>aknapp@caldwellcountry.com | | Grapevine DCJ LLC<br>2601 William Tate<br>Grapevine, TX 76051<br>817-410-7541<br>dthomas@grapevinedcj.com | | Triple Crown Ford Lincoln LLC<br>2975 W Washington<br>Stephenville, TX 76401<br>713-444-0378<br>vscott@gilchristautomotive.com | | Randall Reed's Planet Ford 635<br>3601 S Shiloh Road<br>Garland, TX 75041<br>972-864-6815<br>asarace@planetford635.com | |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | QTY | DESCRIPTION | COST EA. | TOTAL | COST EA. | TOTAL | COST EA. | TOTAL | COST EA. | TOTAL |
| 1 | 1 | Administrative Cars | $29,700.00 | $29,700.00 | $33,700.00 | $33,700.00 | $39,961.00 | $39,961.00 | NO BID | NO BID |
| | | Mileage/Make: | 29/36 | Chevrolet Malibu 1ZC69 | 19/ 30 | Dodge Charge 2022 | 21/ 28 | 2023 Ford Edge SE | | |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 | | |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | 10 | | 180 | | | |
| 2 | 7 | Full size ½ ton regular cab pickup | $39,460.00 | $276,220.00 | $34,001.00 | $238,007.00 | $36,883.00 | $258,181.00 | $33,150.00 | $232,050.00 |
| | | Mileage/Make: | 19/ 22 | Chevrolet 1500 Silverado CC10903 | 17/ 25 | Ram 1500 Chassis 2023 | 19/ 24 | 2023 Ford F150 Reg Cab XL 4x2 | 19/ 23 | Ford F150 |
| | | Warranty/ Extended Warranty: | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | 90-160 | | 180 | | 240-360 | |
| 3 | 9 | Full size ½ ton extended cab pickup | $42,805.00 | $385,245.00 | $38,693.00 | $348,237.00 | $44,805.00 | $403,245.00 | $37,250.00 | $335,250.00 |
| | | Mileage/Make: | 19/ 22 | Chevrolet 1500 Silverado LWB Double Cab CC10753 | 17/ 25 | Ram 1500 Classic Cab | 20/ 26 | 2023 Ford F150 S/C 4x2 Long | 19/ 23 | Ford F150 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | 90-160 | | 180 | | 240-360 | |
| 4 | 2 | Full size ½-ton crew cab pickup 2x4 | $45,580.00 | $91,160.00 | NO BID | NO BID | $44,988.00 | $89,976.00 | $38,800.00 | $77,600.00 |
| | | Mileage/Make: | 19/ 22 | Chevrolet 1500 Silverado Crew Cab LWB CC10743 | | | 20/ 26 | 2023 Ford F150 Crew Cab 4x4 SRW | 19/ 23 | Ford F150 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 240-360 | |
| 5 | 1 | Full size ¾ -ton crew cab 4x4 | $62,455.00 | $62,455.00 | NO BID | NO BID | $66,285.00 | $66,285.00 | $59,200.00 | $59,200.00 |
| | | Mileage/Make: | NA | Chevrolet 2500 HD Silverado 4x4 Crew Cab LWB CK20943 | | | 15/ 17 | 2023 Ford F250 Diesel 4x4 SRW Crew Cab | NA | Ford F250 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 240-360 | |
| 6 | 1 | Full size ¾ ton crew cab 4x2 | $49,170.00 | $49,170.00 | NO BID | NO BID | $52,398.00 | $52,398.00 | $47,600.00 | $47,600.00 |
| | | Mileage/Make: | NA | Chevrolet 2500 HD Silverado 4x2 Crew Cab CC20943 | | | 16/ 18 | 2023 Ford F250 Gas V8 4x2 SRW | NA | Ford F250 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 240-360 | |
| 7 | 3 | Full size ¾ ton regular Cab & Chassis | $49,975.00 | $149,925.00 | NO BID | NO BID | $47,898.00 | $143,694.00 | $43,750.00 | $131,250.00 |
| | | Mileage/Make: | NA | Chevrolet 3500HD Chassis Cab SRW CC30903 | | | 15/ 17 | Ford F350 1 Ton Cab & Chassis 4x2 R/C | NA | Ford F250 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 240-360 | |
| | | | | | | | | | | |
| 8 | 2 | Full size 1 ton extended Cab & Chassis 4x2 | $54,750.00 | $109,500.00 | NO BID | NO BID | $53,490.00 | $106,980.00 | $46,800.00 | $93,600.00 |
| | | Mileage/Make: | NA | Chevrolet 3500HD 4x2 Double Cab (56CA) SRW Chassis Cab CC30953/2W9 | | | 15/ 17 | 2023 Ford F350 Cab & Chassis 4x2 S/C | NA | Ford F350 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 240-360 | |
| | | | | | | | | | | |
| 9 | 2 | Full size 1 ton extended Cab & Chassis 4x2 | $55,900.00 | $111,800.00 | NO BID | NO BID | $53,734.00 | $107,468.00 | $48,400.00 | $96,800.00 |
| | | Mileage/Make: | NA | Chevrolet 3500 Double Cab Chassis CC30953 | | | 15/ 17 | 2023 Ford F350 S/C Dually Gas Cab & Chassis | NA | Ford F350 60CA |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 240-360 | |
| | | | | | | | | | | |
| 9A | 2 | Full size 1 ton extended Cab & Chassis 4x2 | | | | | | | $46,200.00 | $92,400.00 |
| | | Mileage/Make: | | | | | | | NA | Ford F350 Reg Cab Option 84CA |
| | | Warranty/ Extended Warranty | | | | | | | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | | | | | | |
| | | Delivery: | | | | | | | 240-360 | |
| | | | | | | | | | | |
| 10 | 1 | Mid-size crew cab pickup 4x2 | $34,955.00 | $34,955.00 | NO BID | NO BID | $34,340.00 | $34,340.00 | $30,850.00 | $30,850.00 |
| | | Mileage/Make: | NA | Chevrolet Colorado 4x2 Crew Cab 14C43 | | | 21/ 26 | 2023 Ford Ranger Crew Cab 4x2 | NA | Ford Ranger |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 180-240 | |
| | | | | | | | | | | |
| 11 | 1 | Cargo Van | $45,630.00 | $45,630.00 | NO BID | NO BID | $51,640.00 | $51,640.00 | $44,800.00 | $44,800.00 |
| | | Mileage/Make: | NA | Chevrolet 2500 Express Cargo Van CG23405 | | | 18/ 21 | 2023 Ford Transit 250 3/4 Ton Medium Gas Corso Van | NA | Ford Transit |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 180-240 | |
| | | | | | | | | | | |
| 12 | 1 | Mid-size regular cab pickup 4x2 | $40,380.00 | $40,380.00 | NO BID | NO BID | $31,998.00 | $31,998.00 | $28,950.00 | $28,950.00 |
| | | Mileage/Make: | NA | Chevrolet 1500 Regular Cab SWB CC10703 | | | 21/ 26 | 2023 Ford Ranger Super Cab 4x2 Gas | NA | Ford Ranger |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 180-240 | |
| | | | | | | | | | | |
| 13 | 2 | Full Size ¾ -ton extended cab 4x4 | $53,765.00 | $107,530.00 | NO BID | NO BID | $55,498.00 | $110,996.00 | $49,700.00 | $99,400.00 |
| | | Mileage/Make: | NA | Chevrolet 2500HD 4x4 Double Cab CK20953 | | | 15/ 17 | 2023 Ford F250 S/C W/Spotlight 4x4 SRW | NA | Ford F250 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | | | 3 YRS /36,000 | 5 YRS/ 60,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | | | 5 YRS/ 60,000 | | | |
| | | Delivery: | 360 +/- | | | | 180 | | 240-360 | |
| | | Discount per vehicle: | | | | | | $150.00 | | |
| | | | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| TOTALS: | | $1,493,670.00 | | $619,944.00 | | $1,497,162.00 | | $1,369,750.00 |

**Bidding Summary:**

**38** Bid requests were issued.

**5** Bids listed above

**4** NO BIDS were received.

**33** Bidders did not respond.

# City of Midland - Bid Tabulation

| BID # 23001543<br>FY 2023 Cars, Light Trucks & SUVs<br><br>OPENED February 22, 2023 | | | Caldwell Country Chevrolet<br>PO BOX 27<br>Caldwell, TX 77836<br>979-567-1500<br>aknapp@caldwellcountry.com | | Triple Crown Ford Lincoln LLC<br>2975 W Washington<br>Stephenville, TX 76401<br>713-444-0378<br>vscott@gilchristautomotive.com | |
|---|---|---|---|---|---|---|
| ITEM | QTY | DESCRIPTION | COST EA. | TOTAL | COST EA. | TOTAL |
| | | | | | | |
| 1 | 1 | Administrative Car | $29,700.00 | $29,700.00 | $39,961.00 | $39,961.00 |
| | | Mileage/Make: | 29/36 | Chevrolet Malibu 1ZC69 | 21/ 28 | 2023 Ford Edge SE |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 2 | 7 | Full size ½ ton regular cab pickup | $39,460.00 | $276,220.00 | $36,883.00 | $258,181.00 |
| | | Mileage/Make: | 19/ 22 | Chevrolet 1500 Silverado CC10903 | 19/ 24 | 2023 Ford F150 Reg Cab XL 4x2 |
| | | Warranty/ Extended Warranty: | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 3 | 9 | Full size ½ ton extended cab pickup | $42,805.00 | $385,245.00 | $44,805.00 | $403,245.00 |
| | | Mileage/Make: | 19/ 22 | Chevrolet 1500 Silverado LWB Double Cab CC10753 | 20/ 26 | 2023 Ford F150 S/C 4x2 Long |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 4 | 2 | Full size ½-ton crew cab pickup 4x2 | $45,580.00 | $91,160.00 | $44,988.00 | $89,976.00 |
| | | Mileage/Make: | 19/ 22 | Chevrolet 1500 Silverado Crew Cab LWB CC10743 | 20/ 26 | 2023 Ford F150 Crew Cab 4x4 SRW |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 5 | 1 | Full size ¾ -ton crew cab 4x4 | $62,455.00 | $62,455.00 | $66,285.00 | $66,285.00 |
| | | Mileage/Make: | NA | Chevrolet 2500 HD Silverado 4x4 Crew Cab LWB CK20943 | 15/ 17 | 2023 Ford F250 Diesel 4x4 SRW Crew Cab |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 100,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 6 | 1 | Full size ¾ ton crew cab 4x2 | $49,170.00 | $49,170.00 | $52,398.00 | $52,398.00 |
| | | Mileage/Make: | NA | Chevrolet 2500 HD Silverado 4x2 Crew Cab CC20943 | 16/ 18 | 2023 Ford F250 Gas V8 4x2 SRW |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 7 | 3 | Full size ¾ ton regular Cab & Chassis | $49,975.00 | $149,925.00 | $47,898.00 | $143,694.00 |
| | | Mileage/Make: | NA | Chevrolet 3500HD Chassis Cab SRW CC30903 | 15/ 17 | Ford F350 1 Ton Cab & Chassis 4x2 R/C |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 8 | 2 | Full size 1 ton extended Cab & Chassis 4x2 | $54,750.00 | $109,500.00 | $53,490.00 | $106,980.00 |
| | | Mileage/Make: | NA | Chevrolet 3500HD 4x2 Double Cab (56CA) SRW Chassis Cab CC30953/2W9 | 15/ 17 | 2023 Ford F350 Cab & Chassis 4x2 S/C |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 9 | 2 | Full size 1 ton extended Cab & Chassis 4x2, Dually | $55,900.00 | $111,800.00 | $53,734.00 | $107,468.00 |
| | | Mileage/Make: | NA | Chevrolet 3500 Double Cab Chassis CC30953 | 15/ 17 | 2023 Ford F350 S/C Dually Gas Cab & Chassis |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 10 | 1 | Mid-size crew cab pickup 4x2 | $34,955.00 | $34,955.00 | $34,340.00 | $34,340.00 |
| | | Mileage/Make: | NA | Chevrolet Colorado 4x2 Crew Cab 14C43 | 21/ 26 | 2023 Ford Ranger Crew Cab 4x2 |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 11 | 1 | Cargo Van | $45,630.00 | $45,630.00 | $51,640.00 | $51,640.00 |
| | | Mileage/Make: | NA | Chevrolet 2500 Express Cargo Van CG23405 | 18/ 21 | 2023 Ford Transit 250 3/4 Ton Medium Gas Corso Van |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 12 | 1 | Mid-size regular cab pickup 4x2 | $40,380.00 | $40,380.00 | $31,998.00 | $31,998.00 |
| | | Mileage/Make: | NA | Chevrolet 1500 Regular Cab SWB CC10703 | 21/ 26 | 2023 Ford Ranger Super Cab 4x2 Gas |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | | | | | |
| 13 | 2 | Full Size ¾ -ton extended cab 4x4 | $53,765.00 | $107,530.00 | $55,498.00 | $110,996.00 |
| | | Mileage/Make: | NA | Chevrolet 2500HD 4x4 Double Cab CK20953 | 15/ 17 | 2023 Ford F250 S/C W/Spotlight 4x4 SRW |
| | | Warranty/ Extended Warranty | 3 YRS /36,000 | 5 YRS/ 100,000 | 3 YRS /36,000 | 5 YRS/ 60,000 |
| | | Roadside Warranty: | | | 5 YRS/ 60,000 | |
| | | Delivery: | 360 +/- | | 180 | |
| | | Discount per vehicle: | | | | $150.00 |
| | | | | | | |
| | | TOTALS: | | $1,493,670.00 | | $1,497,162.00 |

**Bidding Summary:**

**38** Bid requests were issued.

**5** Bids listed above

**4** NO BIDS were received.

**33** Bidders did not respond.

# City Council Meeting

**Item Number:** 21

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Justine Ruff, Director

**Subject:** **RESOLUTION SELECTING FRANKLIN MOUNTAIN MAF, LLC, TO EQUIP AND OPERATE A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATION AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN MAF, LLC (DISTRICT 4) (AIRPORTS)**

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**Purpose:**

Resolution awarding a contract to Franklin Mountain MAF, LLC for a Non-Exclusive Fixed Base Operator (FBO) Lease at Midland International Air & Space Port, Midland, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$11,297 annually with CPI adjustments for 20 years with options to extend. This lease has a 20-year term with five consecutive five year extensions. Additional revenue will come from Option land fees, ramp tiedown fees, aircraft parking fees, and fuel flowage.

**Discussion:**

In May 2021, the City Council authorized a request for proposals for a Non-Exclusive Fixed Base Operator (FBO) services at Midland International Air & Space Port. The Airport currently has one FBO operated by Signature Flight Support. As the Airport has become busier, there have been many requests for another FBO to provide competition in the marketplace. Two companies responded to the RFP and a committee comprised of Airport Board members and Airport Staff selected the proposal submitted by Franklin Mountain MAF, LLC. Franklin Mountain plans to operate a Million Air FBO similar to the Million Air FBO they currently operate in El Paso, Texas. Franklin Mountain plans to extensively renovate the existing Commemorative Center into their main terminal. They also plan to demolish the rest of the existing Commemorative Air Force (CAF) buildings to create space for additional aircraft parking, future hangars and a fuel farm.

The agreement allows for an option period of 5 (five) years from the Rent Commencement Date on two portions of land with the same terms and conditions as the lease. To exercise the option, the Lessee must demonstrate to the City's reasonable satisfaction that it has development plans and the financial ability to complete the plans within a reasonable time period after the Option Possession Date. The agreement also allows Franklin Mountain, limited Right of First Refusal (ROFR) on the current CAF Premises. This ROFR is only in effect if the property has been vacated by the CAF.

Tina Daugherty

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION SELECTING FRANKLIN MOUNTAIN MAF, LLC, TO EQUIP AND OPERATE A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATION AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN MAF, LLC**

**WHEREAS**, Motion 054-2021 approved a request for proposals for non-exclusive commercial fixed base operator services at Midland International Air & Space Port; and

**WHEREAS**, the Airport Planning and Development Board reviewed the submitted proposals and recommends the selection of Franklin Mountain MAF, LLC, to equip and operate a non-exclusive commercial fixed base operation at Midland International Air & Space Port; and

**WHEREAS**, the City Council finds that Franklin Mountain MAF, LLC, is qualified to equip and operate a non-exclusive commercial fixed base operation at Midland International Air & Space Port; and

**WHEREAS**, the City Council finds it to be in the public interest to select Franklin Mountain MAF, LLC, to equip and operate a non-exclusive commercial fixed base operation at Midland International Air & Space Port; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the execution of a non-exclusive commercial fixed base operator lease agreement between Franklin Mountain MAF, LLC, and the City of Midland, Texas, for the purpose of leasing certain City-owned real property and facilities located at Midland International Air & Space Port for said purpose;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That Franklin Mountain MAF, LLC, is hereby selected to operate a non-exclusive commercial fixed base operation at Midland International Air & Space Port.

**SECTION TWO.** That the Mayor and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a non-exclusive commercial fixed base operator lease agreement between the City of Midland, Texas, and Franklin Mountain MAF, LLC. Said lease agreement shall be kept in the office of the City Secretary and referenced by the date and number of this Resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

**NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND FRANKLIN MOUNTAIN AVIATION MAF, LLC**

THIS LEASE AGREEMENT (this "Lease") made this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter referred to as "City" or "Lessor", and Franklin Mountain Aviation MAF, LLC, a Texas limited liability company, hereinafter referred to as "Lessee". City or Lessor and Lessee may sometimes be referred to jointly as the "Parties," and each separately may be referred to as a "Party."

RECITALS

WHEREAS, City owns and operates the Midland International Air & Space Port, located in the City of Midland, Texas (the "Airport");

WHEREAS, the City desires additional fixed-base operator services at the Airport, and issued a Request for Proposals (the "RFP") on May 26, 2021 seeking qualified applicants to provide those services;

WHEREAS, Lessee submitted a proposal in response to the RFP (the "Proposal"), which is attached to this Agreement as Exhibit H for informational purposes;

WHEREAS, the City selected the Proposal as the most responsive to the RFP and therefore wishes to execute this Agreement on substantially similar terms to the Proposal, as further refined and modified by this Agreement;

WHEREAS, Lessee desires to lease certain City-owned facilities and land at the Airport to engage in the business of aeronautics as a fixed base operator, and Lessee desires to provide certain aviation services thereon to the public as hereinafter permitted (the "Project"); and,

WHEREAS, City desires to grant a limited option to Lessee to lease certain additional City-owned facilities and land at the Airport to potentially expand its business in the future.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows:

ARTICLE 1
GRANT OF LEASE

1.01 Leased Premises: City agrees to lease to Lessee approximately 16 acres of land containing certain City-owned buildings and improvements, including all fixtures, apparatus, and equipment situated therein, located at the Airport, and being more particularly described as Lot 2A of "City of Midland Airport Industrial Park Addition, Section 6" Plat attached hereto and incorporated herein by reference; said buildings and improvements and land hereinafter being referred to collectively as the "Leased Premises." For the purposes of this Lease, the Leased Premises shall consist of the "Improved Property," the "Unimproved Property," the "Ramp

Property," and the "Fueling Property," each as identified and described on the attached Exhibit A and collectively referred to as the "Intended Uses". The City and Lessee acknowledge and agree that the Improved Property consists of approximately 43,036 square feet, the Unimproved Property consists of approximately 169,115 square feet, the Ramp Property consists of approximately 442,598 square feet, and the Fueling Property consists of 42,210 square feet. Lessee acknowledges and agrees that, consistent with the City's obligations to the FAA, Lessee's use of the Ramp Property improved in whole or in part with federal financial assistance as described on Exhibit B attached hereto (the "Federally Aided Property") shall be preferential but nonexclusive, and Lessee must reasonably accommodate other Airport users on the Federally Aided Property if requested by the City. Lessee and Lessee's customers shall have first priority for use of the Federally Aided Property, but shall not exclude third parties from, nor interfere with third party use of, the Federally Aided Property to the extent space is available and not then presently in use by Lessee or its customers. The City will use commercially reasonable efforts to notify Lessee in advance of any such third-party use. Lessee shall not be responsible to monitor, service, or otherwise attend to any such third parties unless requested by those users. Except to the extent caused in whole or in part by the negligence or intentional misconduct of Lessee, Lessee shall not be liable to the City for damages or claims occurring on the Federally Obligated Property.

1.02 Option Premises: In addition, for good and valuable consideration, the receipt of which is hereby acknowledged, City grants to Lessee a limited option, on the terms and conditions set forth herein, to lease the following City-owned property, together with any buildings and other improvements situated thereon: (a) approximately 12 acres of land located at the Airport, and being more particularly described as Lot 3B of "City of Midland Airport Industrial Park Addition, Section 6" Plat (the "First Option Premises"); and, (b) approximately 16 acres of land located at the Airport and being more particularly described as Lots 11A and 12A of "City of Midland Airport Industrial Park, Section 7" (the "Second Option Premises"). The First Option Premises and the Second Option Premises are referred to collectively as the "Option Premises."

1.03 Acceptance of Leased Premises: BY EXECUTING THIS LEASE, LESSEE AGREES AND ACKNOWLEDGES THAT, AT THE EXPIRATION OF THE DUE DILIGENCE PERIOD, LESSEE IS TAKING OR LEASING THE LEASED PREMISES, AND OPTION PREMISES AS APPLICABLE, **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY CITY THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE**. LESSEE ACKNOWLEDGES, BY EXECUTING THIS LEASE, THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. LESSEE ALSO RECOGNIZES BY EXECUTING THIS LEASE, THAT LESSEE IS AGREEING TO ACCEPT THE LEASED PREMISES **"AS IS"**, THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER

CONSEQUENTIAL DAMAGES. THEREFORE, LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THAT THE LEASED PREMISES ARE ACCEPTED **"AS IS"** AND WITH ALL FAULTS, EXCLUDING EXPRESS OR IMPLIED WARRANTIES. LESSEE SHALL TAKE POSSESSION OF THE LEASED PREMISES SUBJECT TO SUCH EASEMENTS, RIGHTS-OF-WAY, DRILL SITES, OR OTHER RIGHTS OR RESERVATIONS AFFECTING THE LEASED PREMISES WHICH ARE OF RECORD OR ARE CLEARLY VISIBLE AS OF THE DATE OF THIS LEASE, OR WHICH ARE SHOWN ON PLATS.

1.04 Due Diligence Period: The "Due Diligence Period" shall mean and refer to the period of time commencing on the Effective Date and ending 120 days thereafter. During the Due Diligence Period, Lessee shall complete its due diligence as set forth herein and may prepare the plans and specifications and pursue and attempt to obtain all of the permits, licenses and/or governmental approvals for development and improvement to the Leased Premises. City will cooperate with and otherwise assist Lessee in its attempts to secure all such permits, licenses and/or (governmental) approvals. Lessee shall have the right and option to terminate this Lease, without recourse or liability to either Party (but subject to any rights or obligations that shall expressly survive such termination), by delivering written notice thereof to Lessor (the "Due Diligence Termination Notice") prior to the close of business on the last day of the Due Diligence Period if for any reason or for no reason, it no longer desires to lease the Leased Premises. Failure by Lessee to provide the Due Diligence Termination Notice on or before the last day of the Due Diligence Period will be deemed to be a waiver of Lessee's right of termination of this Lease under this Section 1.04.

A. Survey: During the Due Diligence Period, Lessee may have the Leased Premises surveyed by a duly licensed professional surveyor (the "Survey"). If the legal description of the Leased Premises as stated on the Survey differs from that initially attached to this Lease, or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Lessor for its review and reasonable approval and, if approved by Lessor, substituted therefor or attached hereto (whichever applies) by amendment to this Lease.

B. Title: During the Due Diligence Period, Lessee shall order and review the Title Commitment.

C. Tests, Studies and Investigations: During the Due Diligence Period, Lessee may conduct such tests, studies and investigations as Lessee deems appropriate to determine the Leased Premises' suitability, in Lessee's sole and absolute discretion, for Lessee's intended use (collectively, Lessee's Studies"). City shall cooperate with Lessee's reasonable requests for information and/or assistance in connection with such tests, studies and investigations but shall have no obligation to incur any costs or expenses on Lessee's behalf. Lessee shall also generate the Environmental Baseline Report as set forth in Article 5 and the cost thereof shall be shared equally by City and Lessee provided however, that the City's portion shall not exceed $20,000.

D. Entry: From and after the Effective Date, unless or until this Lease is terminated by either Party pursuant to a right to do so herein contained, Lessee's representatives

may enter onto the Leased Premises to perform and conduct Lessee's Studies, subject to notification of City and escort if required by City policies or applicable law. Lessee shall promptly repair any damage to the Leased Premises caused by such entry and/or tests, studies.

E. Document Deliveries: Following the Effective Date, Lessee may submit a written request to the Director of Airports for all non-confidential documents in Lessor's possession or control that pertain to the Leased Premises, including, but not limited to any design and/or signage criteria pertaining to the Leased Premises, the "as built" version of any improvements to the Leased Premises and specifications for the improvements located or to be located in the Leased Premises (collectively, "Lessor's Plans"), surveys, third-party reports, tests or studies, title materials, environmental assessments and land use approvals. Within ten (10) days of the Director of Airports' receipt of said written request, Lessor shall deliver to Lessee, if and to the extent possessed by or within the control of Lessor and not previously delivered, copies of said documents.

## ARTICLE 2
## TERM OF LEASE

2.01 Lease Term: The "Original Term" of this Lease shall commence at 12:01 a.m. on the day following the expiration of the Due Diligence Period (the "Commencement Date"), and continue until 11:59 p.m. on the date that is twenty (20) Lease Years after the Commencement Date (the "Expiration Date") unless the term is extended pursuant to Section 2.02 or is earlier terminated as provided in this Lease, in which case, the last day of the Renewal Term or earlier termination term shall be the Expiration Date. In addition, Lessee is granted the option to extend the Lease Term for up to five (5) successive periods of five (5) Lease Years each (each individually a "Renewal Term" and collectively the "Renewal Terms".) "Lease Term" will mean the Original Term and any exercised Renewal Terms. A "Lease Year" means each consecutive twelve (12) full calendar month period commencing on the Commencement Date with the Last Lease Year ending at the expiration or termination of this Lease. If the Commencement Date does not fall upon the first day of a calendar month, then the first Lease Year shall be the period of time from the Commencement Date to the end of the month in which the Commencement Date occurs, plus the following twelve (12) calendar months.

2.02 Exercise of Renewal Term: So long as Lessee is not in default under this Lease beyond the applicable notice and cure period as of the date of Lessee's exercise of a Renewal Option, Lessee shall have the right and option to extend the Term for the applicable Renewal Term. Lessee may exercise such right by giving written notice thereof (a "Renewal Notice") to Lessor at least ninety (90) days prior to the expiration of the then current Lease Term. Except as otherwise specifically set forth in this Lease, all of the provisions of this Lease that apply during the Original Term shall apply during each exercised Renewal Term (and all references herein to "the Lease Term" shall at that time be deemed to mean and include the then-current Renewal Term, the expired Original Term and any exercised but expired Renewal Term(s)).

2.03 Holdover of Lessee: If Lessee holds over or remains in possession of the Leased Premises after the termination of this Lease and in the absence of a new lease agreement between City and Lessee, such continuation beyond the date of termination, or the collection or acceptance of rent, fees and/or other charges by City shall not be construed as a renewal or extension of this

Lease, but shall be construed solely as creating a tenancy at will and not for any other term whatsoever. During the term of such tenancy at will, Lessee shall pay to City the fees and charges herein reserved, and Lessee shall be bound by and comply with all the relevant provisions of this Lease. City may terminate the tenancy at will by giving Lessee at least thirty (30) days written notice thereof.

2.04 Option Period: Provided that Lessee has not delivered a notice of termination of the Option, for a period of five (5) years from the Rent Commencement Date, as defined in Article 3 (the "Option Period"), and subject to the conditions set forth herein, Lessee shall have the option to lease all or any portion of the First Option Premises and/or all or any portion of the Second Option Premises (any portion, together or separately) (First Option Premises and Second Option Premises collectively "Option Premises") on the same terms and conditions as this Lease (the "Options"). Lessee may exercise the Option(s) by delivering notice to City with the date it intends to take possession of all or any portion of one or both Option Premises (the "Option Possession Date"), provided that the Option Possession Date shall be no more than sixty (60) days after such notice. Upon the Option Possession Date, and provided that the conditions herein are satisfied; (i) the applicable Option Premises shall be incorporated into the Leased Premises under this Lease based on the Intended Use of the Option Premises and Exhibit A shall be substituted for a new Exhibit A incorporated the Intended Use of the Option Premises; and, (ii) the Rent of the Option Premises shall be equal to the Unimproved Property rental rate of Three Cents ($0.03) per square foot; and (iii) the Rent for the Option Premises shall commence on the Date of Beneficial Occupancy of the Option Premises taken or twenty-four months from the Commencement Date, whichever is sooner based on the Intended Use. If Lessee has executed an option for any portion of the Option Premises, Lessee shall continue to have an option on the remaining Option Premises for the duration of the Option Period. Lessee shall have the right to terminate the Option, in whole or part, at its sole option upon thirty (30) days' notice to the City and upon such termination Lessee shall have no further obligations to pay the Option Fee.

A. As a condition of the exercising of the Option(s), Lessee must demonstrate to City's reasonable satisfaction that it has development plans (the "Option Premises Plans") and the financial ability to complete the Option Period Plans within a reasonable time period after the Option Possession Date. Lessee shall provide City with reasonable documentation of the Option Premises Plans and any other relevant information City may reasonably request.

B. If Lessee fails to commence construction in accordance with the Option Premises Plans (or, with City's approval, similar development on the Option Premises) within twelve (12) months from the Option Possession Date, and such delay is not attributable to City or Force Majeure, City reserves the right to retake possession of the Option Premises by providing thirty (30) days' written notice to Lessee. If City retakes possession of the Option Premises, the Base Annual Rent shall immediately be adjusted, the Option Period shall immediately terminate and Lessee shall have no further Option(s) under this Lease with respect to the Option Premises.

C. To exercise the Option(s) with respect to the Option Premises, Lessee must not then be in breach or default under this Lease following any applicable notice and cure period.

2.05 Right of First Refusal:

A. CAF Premises. On the Effective Date, Lessee shall have a limited Right of First Refusal for the Commemorative Air Force Premises ("CAF Premises") described in Exhibit D, attached hereto ("CAF ROFR"). The rest of this Section 2.05 notwithstanding, the CAF ROFR shall not be effective unless the CAF Premises are vacant at the time of the Offer, as defined below.

B. Option Premises. After the expiration of the Option Period, Lessee shall be granted a limited Right of First Refusal over the remaining Option Premises, if any, subject to the provisions of 2.05(D) ("Option ROFR").

C. ROFR Premises. The CAF Premises and the Option Premises shall collectively be referred to as the "ROFR Premises," except that the ROFR Premises shall not include the CAF Premises if the CAF Premises are occupied under an agreement between the City and the Commemorative Air Force.

D. Right of First Refusal Procedure. In all cases, the CAF ROFR (if effective) and Option ROFR shall be subject to the terms and conditions of this Lease. The CAF ROFR (if effective) and Option ROFR shall not be interpreted to grant Lessee the unconditional right or ability to lease or purchase the ROFR Premises at any time for any specific rental rate or price. The CAF ROFR (if effective) and Option ROFR shall only become effective upon the conditions specifically set forth in this Section. The CAF ROFR (if effective) and Option ROFR shall not apply to any offers from Governmental Authorities or use of the ROFR Premises solely for City's own purposes.

E. Exercise of the Right of First Refusal. In the event City receives a bona fide written offer from a third party other than Lessee to lease the ROFR Premises or any portion thereof, which City desires to accept ("Offer"), Lessee may, subject to the conditions set forth herein, elect to lease the ROFR Premises or the applicable portion thereof, at the price and on the terms and conditions as are contained in the Offer. City shall give notice to Lessee, including delivery to Lessee of a true and exact copy of the Offer, and allow Lessee thirty (30) days subsequent to Lessee's receipt of such notice within which Lessee may elect to lease the ROFR Premises or the applicable portion thereof. Should Lessee, by written notice to City, elect not to exercise the Right of First Refusal, or should Lessee fail to notify City of its election to lease within the 30-day period, then, in either of such events, City shall be free to consummate the lease of the ROFR Premises or the applicable portion thereof, on the terms contained in the Offer to the third party submitting the Offer for a period of one hundred and eighty (180) days thereafter. In the event City fails to execute a lease with such third party in accordance with the terms of the Offer within such one hundred and eighty (180) day period, the Right of First Refusal shall not be extinguished with respect to such portion of the ROFR Premises included in the Offer and thereafter the Right of First Refusal shall apply and be in effect with respect to such premises. As a condition of the exercising of the Right of First Refusal, Lessee must demonstrate to City's reasonable satisfaction that it has the ROFR Premises Plans (or applicable portion thereof) and the financial ability to carry out the ROFR Premises Plans within a reasonable time period after the date of exercise of the Right of First Refusal. Lessee shall provide City with reasonable documentation of the ROFR Premises Plans and any other relevant information City may request. If Lessee fails to commence construction pursuant to the ROFR Premises Plans (or, with City's

approval, similar development on the ROFR Premises) within twelve (12) months from taking possession pursuant to the Right of First Refusal, and such delay is not attributable to City or Force Majeure, City reserves the right to retake possession of the ROFR Premises by providing thirty (30) days' written notice to Lessee. If City retakes possession of the ROFR Premises, the Base Annual Rent shall immediately be adjusted, and Lessee shall have no further Right of First Refusal under this Lease with respect to such premises.

To exercise the Right of First Refusal, Lessee must not then be in default under this Lease following any applicable notice and cure period.

Nothing in this Section 2.05 shall be interpreted to prohibit City from, after the expiration of the Option Period, advertising the Option Premises as available for lease from City or marketing the Option Premises through a request for bids or similar process. To the extent that Lessee does not participate in any request for proposal or similar process, only City's selected proposal (if any) will qualify as an "Offer" under this Section 2.05.

## ARTICLE 3
## RENT

3.01 Base Annual Rent: Beginning on the Rent Commencement Date and thereafter during the Lease Term, Lessee shall pay to City an amount of Fifteen Cents ($0.15) per square foot for the 43,036 square feet of the Improved Property and Three Cents ($0.03) per square foot for an initial 119,177 square feet of the Unimproved Property and 42,210 square feet of the Fueling Property totaling $11,297 and 00/100 Dollars ("Base Annual Rent") for each Lease Year and each twelve (12) calendar month period during any holdover tenancy permitted by City after the Expiration Date at the times and in the manner set forth in Section 3.02 subject to the adjustments set forth in Sections 3.03 and 3.07. The "Rent Commencement Date" shall be the earlier of (i) the first day of the month following the Date of Beneficial Occupancy of the Leased Premises; or (ii) twenty-four (24) months from the Commencement Date, whichever is sooner. For the purposes of this Section 3.01, the "Date of Beneficial Occupancy" means the date when Lessee opens any portion of its business on the Leased Premises to the public.

3.02 Option Fee: Beginning on the Rent Commencement Date and thereafter during the Option Period, Lessee shall pay to the City the lesser of (i) One and One-Half Cents ($0.015) per square foot for the 1,219,680 square feet of the Option Premises; or (ii) $500 per month (less any maintenance cost expended by Lessee for the Option Premises, if such maintenance costs are previously approved in writing by the City)(the "Option Fee"). Lessee shall have the right to pay the Option Fee in a lump sum amount, at any time upon written notice to the City.

3.03 Payment of Base Annual Rent and Option Fee: The Base Annual Rent and Option Fee, if applicable, shall be payable in twelve (12) equal monthly installments, each of which shall be due and payable in advance on the first day of each calendar month, commencing on the Rent Commencement Date and continuing on the first day of each calendar month thereafter during the Lease Term, including the Renewal Terms, if applicable and any holdover tenancy permitted by City after the Expiration Date. The Base Annual Rent for any Lease Year or other twelve (12) calendar month period shall be prorated on the basis of a three hundred sixty (360) day period and

the installment of Base Annual Rent for any partial calendar month shall be prorated on the basis of a thirty (30) day month.

3.04 Payments for Transient Aircraft: In addition to the Base Annual Rent and Option Fee, Lessee shall pay to City an amount equal to fifteen percent (15%) of all tie down and parking fees, collected by Lessee for transient aircraft who park on the Ramp Property and received by Lessee during each calendar month of the Lease Term.

3.05 Fuel Flowage Fee. Lessee shall pay to City a flowage fee of FOUR CENTS ($0.04) PER GALLON for all types of aviation fuels and propellants delivered to the Premises. The City reserves the right to adjust the per-gallon fuel flowage fee applicable to the Airport from time to time, and such adjustment shall take effect under this Lease thirty (30) days after the City provides written notice to Lessee. A flowage fee shall not be due from Lessee for any aviation fuels purchased from any other fuel vendor on the Airport, which is paying a flowage fee to City.

3.06 Payment of Parking Fees and Fuel Flowage Fees. Payment of the parking fees under Section 3.04 and the fuel flowage fee under Section 3.05 is to be made by Lessee monthly, on or before the TENTH (l0th) DAY of each month for the previous month's activities. Lessee shall furnish to City copies of all fuel delivery invoices from fuel suppliers and a report of apron parking actives monthly at the same time that the fees are paid. Lessee shall also provide to City a statement in a form reasonably approved by City which provides a breakdown of all aviation fuels dispensed by Lessee during the previous month.

3.07 Application of Amounts Received: Payments received shall be applied in the following order: (1) interest accrued for late payments, (2) late rental charges, (3) past due fuel flowage fees, (4) past due rent, beginning with the oldest amount due, (5) other past due amounts, (6) rent currently due, (7) other amounts currently due.

3.08 Rent and Delivery of Rent: As used on this Lease, "Rent" will mean Base Annual Rent, the Option Fee, and other amounts owed by Lessee to Lessor under the terms of this Lease. All payments required of Lessee by this Lease shall be delivered by mail, or in person, to the Office of the Director of Airports, Midland International Airport, 9506 LaForce Boulevard, P. O. Box 60305, Midland, Texas 79711, or to such other location as specified in writing by City from time to time, no later than the date such payment is due, unless such due date falls on a Saturday, Sunday, or City holiday, in which case such rent shall be due on the first City business day following the date such payment is due.

3.09 Rental Adjustment: On the fifth anniversary of the Rent Commencement Date, and every five (5) years thereafter, the Base Annual Rent shall be adjusted to reflect changes in economic conditions by multiplying the Base Annual Rent by a fraction, the denominator of which is the Consumer Price Index for All Items, ("CPI"), as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") for the month in which the Effective Date occurs (or each fifth anniversary of the Rent Commencement Date, as applicable), and the numerator of which is the Index for the third month immediately preceding the beginning of each subsequent five-year period. Any decrease in the Index shall not result in a decrease in Lessee's rental obligation, and the increase in Lessee's rental

obligation shall not be greater than Twenty Percent (20%). If publication of the Index is discontinued or if the method of determination of the Index is substantially changed from the method presently employed, the basis for such adjustment shall be redefined by the Parties to accomplish the intent of this provision. Notwithstanding anything to the contrary contained herein, all readjustments shall first be effective as of the fifth anniversary date of the Rent Commencement Date, without regard to the date the actual adjustment is made.

3.10 Utilities: Lessee shall pay all water, gas, heat, light, power, air conditioning, telephone and other utilities and services supplied to and/or used in the Leased Premises, together with any and all taxes thereon and connection fees relating thereto, prior to when said charges, taxes or connection fees are due. Lessee shall be responsible for any late payment or non-payment of any said charges, taxes or connection fees.

3.11 Delinquent Rent Payments: Any amount due from Lessee pursuant to Section 3 or any other provision of this Lease which is not paid within ten (10) days of when due shall bear interest from the due date until paid at a rate equal to six percent (6%) per annum; provided, however, that the payment of any interest pursuant to this section shall not excuse or cure any default by Lessee with respect to its obligations to pay any amount due from Lessee pursuant to Section 3 or any other provision of this Lease more than thirty (30) days after the due date of such payment.

3.12 Audit Reports: Lessee agrees to keep true and accurate accounts, records, books and data in accordance with Generally Accepted Accounting Principles (GAAP); the income, including taxes, surcharges, and gross receipts, shall be maintained as separate line items of said business operating at and upon the Leased Premises. These books and records shall be open for inspection by authorized representatives of City during normal business hours upon reasonable notice. City reserves the right, either directly or through an agent, to make necessary detailed audits as required at any time upon reasonable notice during the Lease Term and for twelve (12) months after the termination of the Lease Term. City will maintain in confidence all information relating to Lessee's operations and will not disclose such information to any other party without written consent from Lessee. This provision will not be applicable to disclosures required by law or subpoena; provided, to the extent not in conflict with law or court order, City agrees to provide Lessee written notice and opportunity to object and/or challenge the release of such information prior to authorizing any such release. Notwithstanding the foregoing or any other conflicting provision contained herein, Lessee acknowledges and agrees that City is subject to the requirements of the Texas Public Information Act and that this Lease in no way affects, limits, or modifies City's obligation to comply with the Texas Public Information Act or any ruling/decision issued by the Texas Attorney General. City's compliance with the Texas Public Information Act shall not constitute a breach of this Lease, regardless of whether any disclosure of Lessee's information is authorized by Lessee.

## ARTICLE 4
## CONDUCT OF BUSINESS BY LESSEE

4.01 Principal Use of Airport: Lessee hereby acknowledges that the Lessee's use of the Leased Premises set forth herein are consistent with the operation of a public Airport. Lessee further acknowledges that uses not permitted in this Lease must be consistent with the operation

of a public airport and all other business and operations which now are or hereafter permitted by City, to be conducted on or at the Airport, in its sole and absolute discretion of the City. By execution and approval of this Lease, City confirms that the authorized use of the Leased Premises, as set forth in Sections 4.03 and 4.04, is compatible with the principal use of the Airport.

4.02 Continuous Operation: After the Date of Beneficial Occupancy, Lessee shall continuously conduct its business activity during the Lease Term, as permitted herein, upon the Leased Premises, except to the extent Lessee is reasonably required to close due to Force Majeure or other circumstances beyond Lessee's control.

4.03 Authorized Use of Lease Premises: Lessee shall use the Leased Premises to conduct a Commercial Fixed Base Operation at the Airport along with ancillary services specified herein. Lessee acknowledges and understands that the use of the Leased Premises as a Commercial Fixed Base Operation pursuant to this Lease is exclusive within the Leased Premises but non-exclusive within other portion of the Airport and City reserves the right to lease to other persons, partnerships, firms, corporations and other entities, at any time and from time to time, other land for use as a Commercial Fixed Base Operation. Lessee shall not use nor authorize the use of the Leased Premises, or any portion thereof, for any other purpose whatsoever without City's prior written consent, which consent shall not be unreasonably withheld.

4.04 Permitted Aviation Activities and Services: During the Lease Term, Lessee may engage in the following aviation activities and may provide the following services to users of the Airport in a manner consistent with the high quality of facilities and services provided by other tenants conducting Fixed Base Operations within City's Airport system; and in accordance and in compliance with applicable Federal Aviation Regulations established by the FAA and other applicable federal, state, county and city laws, regulations, rules, and ordinances governing or regulating matters of health, safety, or security or the use or occupancy of the Leased Premises or the operation of the Airport, including all rules and regulations promulgated by the FAA, and all orders of any governmental department, bureau, agency or other authority having jurisdiction or Lessee, Lessee's business and operations, Lessee's subtenants' operations, the Leased Premises or any other areas of the Airport, and rules and regulations of City; provided any new ordinances, rules and regulations imposed by City after the Effective Date will not interfere, amend, limit or restrict Lessee's activities and use of the Leased Premises as proved for in this Lease except to the extent necessary to comply with a directive of the Federal Aviation Administration or the Transportation Security Administration. Lessee shall be permitted for the purpose of conducting Fixed Base Operations, any or all of the following operations and no others:

A. Transient Aircraft Services;

B. Aircraft, Engine and Accessory Maintenance;

C. Aircraft Rental Services;

D. Fuel Service;

E. Aircraft Charter and Taxi Services;

F. Flight Training Services;

G. Aircraft Radio, Avionics and Instrument Sales and FAA Approved Service and Repair Facility;

H. Aircraft and Parts Sales (new or used);

I. Sales of New and Used Aircraft and Accessories;

J. Air Cargo Operations;

K. Operation of Hangar and Storage Services for Commercial and Non-Commercial Activities;

L. Sales of Pilot and/or Crew Members amenities;

M. Catering of Food to General Aviation Customers;

N. Rental or Lease of Office Space Within the Buildings Covered by this Lease and furnishing of conference facilities and services related thereto;

O. Storage of such Equipment and Apparatus as may be incidental and/or necessary to Lessee s operations, including motor vehicles operated and/or owned by Lessee;

P. Rental vehicle for General Aviation Customers;

Q. Special Events, including but not limited, to charitable events, weddings, conferences to the extent that such Special Events do not interfere with the aeronautical use of the Leased Premises, and further subject to City's right to prohibit such Special Events, or any individual Special Event, if the FAA or City determines that such use is inconsistent with City's federal grant assurances;

R. Lounge Facilities and Related Amenities for Pilots, Crew Members and/or General Aviation Customers;

S. Sale of Food and Beverages to Pilots, Crew Members and/or General Aviation Customers; and

T. Such other uses as may be permitted in writing by the Director of the Airport.

4.05 Conduct of Lessee's Business Standards: In addition to any and all other terms, conditions and requirements under this Lease, Lessee, at all times during the Lease Term, shall comply strictly with the terms, conditions and requirements set forth in this Article 4.

4.06 Conduct of Employees: Lessee shall exercise its diligent efforts to control the conduct, demeanor, and appearance of its officers, employees, agents, representatives, contractors, licensees, permittees, invitees and permitted subtenants, and shall require all of its employees to wear clean and neat appearing clothing and shall take all actions necessary to ensure their courteous, polite and inoffensive conduct and demeanor. Upon receipt of written objection from

City concerning the conduct, demeanor, or appearance of any such person, Lessee shall take all legal steps necessary to correct or to remove the cause of the objection within a reasonable period of time; provided, nothing in this Section 4.06 will require Lessee to take actions in violation of any applicable law, rule, or regulation.

4.07 Customer Service Policy: Lessee shall implement a customer service policy wherein customer complaints are received and handled by Lessee in a timely, courteous and professional manner.

4.08 Prohibited Uses: Lessee agrees at all times to comply with the following:

A. Lessee shall at no time use, or permit the use of, the Leased Premises in a manner that is contrary to applicable federal, state, or local laws, ordinances, rules, or regulations, which shall include, but not be limited to, applicable Federal Aviation Administration rules and regulations and applicable regulations for the use of the Airport as may from time to time be promulgated by City;

B. Lessee shall not permit any permanent, unshielded light or illumination source to cause unnecessary glare as viewed from any street, adjacent property or operating aircraft;

C. Lessee shall not cause or permit the burial or storage above ground on the Leased Premises of any hazardous waste or materials, as defined by federal or state law, except in accordance with applicable Federal, State, or local laws, ordinances, regulations and rules, as may be adopted or amended from time to time;

D. Lessee shall not cause or permit any use or activity on the Leased Premises which would create a hazardous condition for aircraft operating at the Airport;

E. Lessee shall not allow the Leased Premises to be used for parking of motor vehicles, motorcycles, or motor driven equipment by anyone other than subtenants, customers, employees, contractors, guests and invitees of Lessee except as may be authorized by the Director of Airports.. Lessee shall not be in default for the improper parking of vehicles over which neither Lessee nor any of its subtenants, customers, employees, or contractors have any control;

F. Lessee shall not operate, a car rental business from the Leased Premises, unless Lessee or the operator of said car rental business has executed a car rental concession or permit agreement with City at an alternative location at the Airport ("Existing Care Rental Agency"). Notwithstanding anything to the contrary Lessee may allow an Existing Car Rental Agency to establish and maintain an office on the Leased Premises as a service to Lessee's customers to process car rentals and/or provide or allow car rental pickup and drop off services within the Leased Premises, so long as Lessee provides written notice to the City of such Existing Car Rental Agency's commencement of operations on the Leased Premises;

G. Lessee shall not allow scheduled airline passenger operations to be conducted on the Leased Premises; and,

H. Lessee shall not allow derelict aircraft, inoperative grounded vehicles, unused ramp equipment, scaffolding, hoists and related items not regularly and routinely in use as part of Lessee's business, to be kept on the Leased Premises.

4.09 Compliance with Minimum Standards: At all times after Lessee opens a business to the public, all activities conducted upon the areas open for business, whether by Lessee or its sublessees, shall be in substantial conformance with City's Minimum Standards for Aeronautical Activities, as such standards exist or may be duly amended from time to time by the City Council to the extent that such Minimum Standards may apply to Lessee's operations. City agrees to provide Lessee with written notice not later than 30 days prior to adoption of substantive changes to the Minimum Standards for Aeronautical Activities which would apply to Lessee's operations. Notwithstanding the above, Lessee shall not be in default of this Lease for failing to comply with amendments to the Minimum Standards for Aeronautical Activities which result in increased staffing levels or hours of operation so long as Lessee at all times maintains an adequate number of trained and qualified personnel, available either on-site or on-call on a 24-hour basis, to assure reasonably effective fixed base operation services to the flying public using the Airport.

## ARTICLE 5
## FUELING FACILITY AND OPERATIONS

5.01 Installation of Fuel Storage Facility: Lessee shall, at Lessee's sole cost, install, operate, and maintain a fuel storage facility on the Leased Premises provided that said fuel storage facility is at all times operated and maintained in accordance with all applicable federal, state, and local laws and regulations regarding above-ground or underground storage tanks. Such facility shall at all times be registered in the name of Lessee or its affiliate with the proper governmental agencies. Lessee may contest and appeal any decision or directive as long as the same will not expose Lessor to criminal, civil, or administrative penalty liability, or the loss of its federal grant eligibility. In no event will Lessee have any corrective action obligation for any fuel storage tanks, facilities or hazardous substances that were not installed and introduced to the Leased Premises by Lessee, except to the extent that Lessee's negligent or intentional acts or omissions during the Lease Term caused a hazardous condition.

5.02 Conduct of Fueling Operations Generally.

A. All fueling operations conducted on the Leased Premises performed by Lessee or its officers, employees or agents, shall at all times be in compliance with all applicable federal, state, and local laws, ordinances, standards and regulations. Lessee shall comply with all applicable standards and recommendations of the National Fire Protection Association (the "NFPA"_, including the following, among others: "Standard for Aircraft Fuel Servicing" and "Standard on Airport Ramp Fire Hazard Classifications and Precautions", or any subsequent replacement publications. Lessee shall also comply with all applicable published Advisory Circulars, rules, regulations, and orders of the FAA and City relating to aviation fueling activities, and consents to inspections of its facilities and personnel by the FAA and City.

B. Lessee may operate mobile refueling equipment on the Airport or may utilize fixed fuel dispensing hose equipment. The use and operation of such equipment is subject to all safety regulations and requirements of applicable safety codes, as well as the reasonable rules

and regulations duly adopted and published from time to time by the City's Department of Airports, plus any reasonable ordinances or resolutions adopted and published by the City pertaining to the conduct of aviation fueling activities.

C. Personnel engaged in aviation fueling activities on behalf of Lessee shall be properly trained with regard to safety procedures attendant to such activities, as required by applicable law.

D. Lessee shall store all fuels in a fuel storage facility located in an area approved by City, such approval not to be unreasonably withheld conditioned or delayed. The fuel storage facility shall at all times meet all requirements as to safety, operation, environmental protection, maintenance, construction, and quality control in accordance with applicable Airport, City, County, State, and Federal rules, regulations, laws, resolutions, ordinances, and orders as well as standards of the, and any requirements of the fuel supplier. Lessee shall operate and maintain at its sole expense all fueling facilities and equipment.

E. Lessee shall comply with all insurance, operational, quality control, equipment standards, and any other requirements of the Lessee's fuel supplier.

F. Lessee shall conduct fueling operations in such a manner so as not to unreasonably annoy, disturb, or be offensive to others at the Airport, or in such a manner as to create a public safety or environmental hazard. Lessee, at Lessee's sole expense, shall conduct any cleanup required by applicable law of any fuel, hazardous material, or hazardous waste resulting from the spilling, dumping, leaking, or disposal by Lessee of said fuel, material, or waste onto or under any property owned by City from any equipment, barrel, tank container or fuel storage facility owned or operated by Lessee.

G. Lessee shall procure all licenses, certificates, permits, or other authorization from all governmental agencies, if any, lawfully having jurisdiction over the operations of Lessee at the Airport with regard to aviation fueling activities.

H. Lessee shall promptly comply with all present and future laws, ordinances, resolutions, rules, regulations, requirements, orders, and directions which may lawfully apply or pertain to its fueling and fuel storage operations at the Airport, as governed by Airport, City, County, State or Federal authorities.

5.03 Fueling and Defueling Regulations. Lessee shall comply with the following provisions concerning refueling, defueling and oil servicing of aircraft, and the placing of fuels in storage tanks or dispensers:

A. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches, or any open flame within one hundred (100) feet of an aircraft being fueled or defueled, or within one hundred (100) feet of the site of a flammable liquid spill, unless such person is in a building or other enclosed area where smoking is specifically permitted.

B. No person shall perform or allow performance of any refueling or defueling operation during an electrical storm.

C. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a positive grounding device in good order to prevent ignition of flammable liquids, due to static spark.

D. No aircraft shall be fueled or defueled unless the aircraft and the fuel dispensing apparatus shall both be electronically grounded as required by FAA Regulations and NFPA standards.

E. The use of any material which may cause a static spark is prohibited within one hundred (100) feet of any aircraft being fueled or defueled.

F. The fueling and defueling of aircraft and the maintenance of aircraft fueling systems shall not be conducted within twenty-five (25) feet of any hangar or other building, unless conducted in compliance with applicable NFPA standards.

G. Airborne radar equipment shall not be operated or ground tested on any areas wherein the directional beam of high intensity radar is within three hundred (300) feet, or low intensity beam is within one hundred (100) feet, of another aircraft, an aircraft fueling operation, an aircraft fueling truck, or aircraft fuel or flammable liquid storage facility.

H. It is prohibited to fuel or defuel an aircraft with any equipment or apparatus which is not in a safe, sound, and non-leaking condition.

I. When a malfunction of fueling equipment is detected, all fueling operations shall cease immediately and the malfunction remedied, or entire unit replaced by another. Any malfunctions or irregularities detected on or with an aircraft being serviced will be brought to the attention of the aircraft owner or operator immediately.

J. In no event shall fueling or defueling operations resume following a fuel spill until all areas upon which fuel has spilled or flowed over are thoroughly flushed.

K. Starting the engine of an aircraft when there is any flammable liquid on the ground in the vicinity of the aircraft is prohibited.

5.04 Removal of Above-Ground and Underground Storage Tanks: Lessee, at its sole cost and expense, shall remove all above-ground and underground storage tanks installed by Lessee that are existing on the Leased Premises upon the expiration of this Lease Agreement, unless otherwise agreed by City. In addition, Lessee shall at its sole cost and expense remediate any soil and water contamination as may be required by the Texas Commission on Environmental Quality which may be found and which is related to the installation and operation of any above-ground or underground storage tanks installed and removed by Lessee.

5.05 Remediation Equipment: At the Expiration Date or earlier termination of the Lease Term, Lessee may, if required by applicable law, leave installed at the Leased Premises any Remediation Equipment (defined below) that Lessee must continue to operate and monitor at the Leased Premises. Title to such equipment will remain in Lessee so long as Lessee provides no less than thirty (30) days' written notice to City of its intent to leave such Remediation Equipment on the Leased Premises. As used herein, the term "Remediation Equipment" means all equipment

used or useful in connection with corrective action, including groundwater monitoring extraction or sparging wells, piping and equipment. Remediation Equipment installed by Lessee will be considered Lessee's trade fixtures.

5.06 Minimums: The minimums set forth in the Airport Minimum Standards will apply.

## ARTICLE 6
## ENVIRONMENTAL CONSIDERATIONS

6.01 Definitions. For the purposes of this Lease, the following terms have these meanings:

A. Environmental Laws means and includes all Federal, State and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("***FIFRA***"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Resource Conservation and Recovery Act ("***RCRA***"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("***CERCLA***"), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act ("***TSCA***"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 *et seq.*; all State environmental protection, super lien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial interpretations of each of the foregoing.

B. "Hazardous Materials" means and includes any materials, substances, chemicals, or elements in any physical state (liquid, solid, gaseous/vapor) that are prohibited, limited, or regulated by Environmental Laws, or any other substances, chemicals, materials, or elements that are defined as "hazardous" or "toxic," under Environmental Laws, or that are known or considered to be harmful, hazardous, or injurious to the human health or safety or the environment.

C. "Pre-Existing Environmental Condition" means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws and which Lessee demonstrates were present on or before the Commencement Date, and including any subsequent migration, movement, or transformation of such substances, materials, matter, or Hazardous Materials after the Commencement Date.

D. "Third-Party Environmental Condition" means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under applicable laws, and the presence of which Lessee demonstrates were or are caused or permitted by any person not affiliated with Lessee, and whether or not such substances, materials, matter, or Hazardous Materials were or are present on, before, or after the Commencement Date.

6.02 Environmental Baseline Investigation: During the Due Diligence Period, Lessee shall perform its own due diligence and conduct an Environmental Baseline Investigation of the Leased Premises in accordance with a scope of work approved by City and Lessee (which approval shall not be unreasonably withheld, conditioned, or delayed), the results of which will be appended to and incorporated in this Lease as Exhibit E upon completion, and the purpose of which is to document any Pre-Existing Environmental Conditions existing on or around the Leased Premises. Upon completion of the Environmental Baseline Investigation, Lessee shall deliver a written report to City, which report will detail the findings of the Environmental Baseline Investigation. Lessee shall have the right in its sole discretion and at its sole expense to conduct additional environmental investigations and sub-surface assessments of the Leased Premises during the Lease Term.

6.03 Pre-Existing Environmental Conditions: Notwithstanding anything to the contrary in this Lease, Lessee shall not be liable for and shall have no obligation or responsibility under this Lease, at law or otherwise, for any Pre-Existing Environmental Condition or any Third-Party Environmental Condition. City hereby releases, waives, and discharges any and all claims, rights, suits, liabilities, losses, demands, actions, or causes of action, whether arising by statute, regulation, contract, common law, equity, or otherwise (excluding, however, any claims, rights, suits, liabilities, losses, demands, actions, or causes of action arising from the negligence of Lessee or any Lessee Party) that it may have, now or in the future, against Lessee or any Lessee Party, all to the extent arising from, connected with, or relating to any Pre-Existing Environmental Condition or Third-Party Environmental Condition.

6.04 Liability and Indemnification: **IN ADDITION TO ANY INDEMNIFICATION SET FORTH ELSEWHERE IN THIS LEASE, LESSEE HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND OFFICIALS, FROM ALL COSTS, CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COMPLAINTS, FINES, CITATIONS, VIOLATIONS, OR NOTICES OF VIOLATION ARISING FROM OR ATTRIBUTABLE TO: (i) A PRESENCE OR RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT CAUSED BY LESSEE OR ANY LESSEE PARTY AT THE LEASED PREMISES OR ANY AIRPORT FACILITY OR PROPERTY, OR THE SUBSURFACE, WATERS, AIR, OR GROUND THEREOF, IN EXCESS OF LEVELS ALLOWABLE BY ENVIRONMENTAL LAWS OR THE VIOLATION OF ANY ENVIRONMENTAL LAWS DUE TO LESSEE'S MANAGEMENT, CONTROL, AUTHORIZATION, HANDLING, POSSESSION, OR USE OF HAZARDOUS MATERIALS AT THE AIRPORT; (ii) LESSEE'S REMEDIATION OR FAILURE TO REMEDIATE HAZARDOUS MATERIALS AS REQUIRED BY THIS LEASE. CITY WILL NOT BE ENTITLED TO SUCH INDEMNIFICATION UNDER THIS SECTION 6.04 UNLESS, WITHIN NINETY (90) DAYS OF LESSEE'S RECEIPT OF A THIRD-**

**PARTY CLAIM FOR WHICH CITY CLAIMS INDEMNIFICATION FROM LESSEE, CITY PROVIDES LESSEE WITH REASONABLE WRITTEN NOTICE OF THE CLAIM OR SUIT AND A DEMAND THAT LESSEE PERFORM PROMPTLY ITS OBLIGATIONS UNDER THIS SECTION 6.04. CITY WILL NOT BE ENTITLED TO REIMBURSEMENT OF ATTORNEYS' FEES THAT ACCRUE TO CITY AFTER A CLAIM FOR INDEMNIFICATION UNDER THIS SECTION HAS BEEN TENDERED TO AND ACCEPTED BY LESSEE. LESSEE'S OBLIGATIONS HEREUNDER WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE, AND WILL NOT BE AFFECTED IN ANY WAY BY THE AMOUNT OF OR THE ABSENCE IN ANY CASE OF COVERING INSURANCE OR BY THE FAILURE OR REFUSAL OF ANY INSURANCE CARRIER TO PERFORM ANY OBLIGATION ON ITS PART UNDER INSURANCE POLICIES AFFECTING THE AIRPORT OR ANY PART THEREOF, EXCEPT THAT, IN THE EVENT THAT LESSOR RECOVERS FUNDS FROM INSURANCE CARRIERS IN CONNECTION WITH CLAIMS ASSOCIATED WITH (I), (II), OR (III) ABOVE, CITY MAY NOT RECOVER THE SAME FUNDS FROM LESSEE. NOTWITHSTANDING THE FOREGOING, LESSEE SHALL HAVE NO INDEMNIFICATION OBLIGATION UNDER THIS SECTION 6.02 FOR ANY COSTS, CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COMPLAINTS, FINES, CITATIONS, VIOLATIONS OR NOTICES OF VIOLATION ARISING FROM OR ATTRIBUTABLE TO ANY RELEASE OF HAZARDOUS SUBSTANCES IN, ON OR UNDER THE LEASED PREMISES PRIOR TO THE COMMENCEMENT DATE, OR ANY PRE-EXISTING ENVIRONMENTAL CONDITION, EXCEPT TO THE EXTENT MATERIALLY EXACERBATED BY LESSEE, OR OTHERWISE IF LESSEE'S USE, OPERATION OR OCCUPANCY OF THE LEASED PREMISES FAILS TO COMPLY WITH ENVIRONMENTAL LAWS.**

6.05 Site Remediation and Cleanup: With regard to any environmental contamination caused by Lessee or arising by reason of Lessee's use or occupancy of the Leased Premises, Lessee shall promptly take such action as is required by applicable Environmental Laws to clean up and remediate the Leased Premises at its own expense in accordance with Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction determine that no further action is necessary in compliance with applicable Environmental Laws; it being understood and agreed that Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by City for properties at the Airport.

6.06 Lessee understands and agrees that it is strictly liable for any violation of Environmental Laws with respect to the Leased Premises, but only to the extent caused by Lessee. Said liability shall extend beyond the Lease Term.

## ARTICLE 7
## OBLIGATIONS OF LESSEE WITH REGARD TO CONSTRUCTION OF IMPROVEMENTS

7.01 Initial Improvements: From and after the Commencement Date, and subject to the terms and conditions of this Lease, Lessee shall diligently pursue construction of the improvements on the Leased Premises in accordance with the schedule set forth on Exhibit F (the "Initial Improvements"). Lessee shall regularly inform the City of its progress on the Initial Improvements. Notwithstanding anything to the contrary contained herein, any delay in the

schedule shall not be deemed an event of default provided that Lessee is diligently pursuing completion of the Initial Improvements.

7.02 Approval of Construction Plans: At any time during the Lease Term and prior to any construction, alteration, or changes to the Leased Premises or the improvements thereon costing in excess of $100,000.00, Lessee shall submit to the Director of Airports scaled plans and specifications of such construction, and a site use plan with all drainage and utility services as existing or proposed indicated thereon. Lessee is solely responsible for ascertaining the requirements of any and all, federal, state, or local government agencies with regard to permit and application procedures necessary to obtain final approvals and building permits prior to beginning any such construction on the Leased Premises. Lessee shall not commence any construction requiring submission of plans to the Director of Airports until it has received prior written approval from the Director of Airports and until Lessee or City have received the necessary approvals from the Federal Aviation Administration, City's Code Administration Division, and such other governmental authorities as are necessary for the type of construction contemplated. In those instances in which City is required to make application for construction or alteration of the Airport due to City being the holder of the Airport Operating Certificate, City agrees to promptly and diligently make and prosecute such applications. City agrees to respond to Lessee's written request for consent and/or submissions (the "Request") within forty-five (45) days after Lessor receives or is deemed to have received the Request from Lessee or Lessee's agent, unless such response requires approval from the City Council, in which case no timeline for response shall be required, but City shall not unreasonably delay in providing such response. If City fails to respond within the allotted time period, Lessee will provide City an additional request for response (the "Follow Up Request"). Thereafter, if City fails to respond to the Follow Up Request within 10 days after receipt or deemed receipt of the Follow Up Request, the Request will be deemed approved by City, except to the extent that such approval must be made by the City Council under applicable law. In the event City rejects the Request, the rejection will include City's reasoning in sufficient detail to allow Lessee to address City's concerns.

7.03 Approval of Plans Not Assurance of Design Quality: The approval by the Director of Airports of any plans and specifications applies only to the conformity of such plans to the general architectural and operational plan for the Leased Premises and the Airport. The approval of the Director of Airports does not constitute approval of the quality of the architectural or engineering work performed. Neither City nor the Director of Airports assumes any liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications. Construction of any contemplated improvements shall be in accordance with the plans presented to and approved by the Director of Airports. All construction work shall be subject to inspection by a representative employed by City or an inspector from the Code Enforcement Department of City, or both, to determine that such work conforms to the plans and specifications approved by City.

7.04 Contractor's Insurance; Bonds: At any time construction activities of a building are undertaken on the Leased Premises, Lessee shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order

to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. Furthermore, Lessee shall require all contractors performing construction work on the Leased Premises to provide payment and performance bonds issued by a responsible bonding company or companies authorized to conduct business in the State of Texas for the full amount of the cost of the construction to be performed on forms which are in compliance with Tex. Rev. Civ. Stat. art. 5160, as amended. The foregoing shall be made a part of any contract between Lessee and its contractor or contractors. In the event Lessee does any construction work itself, it shall comply with the all-risk insurance provisions hereof.

7.05 Compliance With Building Codes and Federal Standards: All improvements made to the Leased Premises by Lessee shall comply with all applicable City Building Codes and Federal standards for construction of airport improvements in effect at the time construction commences as well as all other applicable federal aviation regulations, if any.

7.06 Encumbrance of Leasehold Estate: As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. Subject to written approval of City, which shall not be unreasonably withheld, Lessee may encumber its leasehold estate and its interest in the improvements on the Leased Premises by the execution and delivery of a Mortgage. The previous sentence notwithstanding, Lessee is not permitted under any circumstances to encumber City's fee interest in the Leased Premises.

The Mortgagee of any such Mortgage may deliver to City a written notice specifying:

A. The amount of the obligation secured by the Mortgage.

B. The date of the maturity or maturities thereof; and

C. The name and mailing address of the Mortgagee.

After receipt of such notice, City shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of any default notice or demand served by City upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

7.07 Mortgagee's Rights: Upon receipt of a notice or demand in accordance with Article 15, Mortgagee shall have sixty (60) days after receipt of such notice within which, at Mortgagee's election, either:

A. To cure the default if it can be cured by the payment or expenditure of money;

B. To perform such other action as may be necessary to cure the default;

C. If the default cannot be cured within sixty (60) days, to commence performance within such sixty-day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or

D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

E. No notice of a default by Lessee hereunder given by City shall be effective against a Mortgagee that has provided City the information specified in this Section of this Lease unless City has given a copy of it to such Mortgagee.

F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.

G. If this Lease and the fee estate in the Leased Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.

7.08 Estoppel Certificates: Upon request, the Parties will provide within ten (10) business days to the requesting Party an estoppel certificate containing the following information (to the extent true and correct): confirmation that Lessor remains owner of the Leased Premises and lessor under this Lease; that this Lease contains the full agreement between City and Lessee with regard to the Leased Premises; whether this Lease has been amended (or, if there have been amendments, that the same is in full force and effect as amended and stating such amendments); that Lessee is current in its obligations under this Lease as of a certain date; that, to the best knowledge of Lessor, Lessee is not in default under the terms of the Lease nor is Lessor aware of any condition which with notice or the passage of time would constitute default under this Lease if uncured; the date through which Lessee has paid rent; and the beginning date, expiration date, length of term and number and length of any option terms under this Lease.

7.09 Rights on Foreclosure: Subject to the satisfaction of the conditions set forth in this Section 7.09, in the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease as the same accrue after the date of foreclosure. Any purchaser of Lessee's interests in foreclosure must, at a minimum, satisfy City that it has the financial ability and operational experience to meet Lessee's remaining obligations under the Lease. City reserves the right to reject a prospective purchaser if, in its reasonable discretion, the prospective purchaser does not have such necessary financial ability or operational experience.

7.10 Ownership of Buildings, Improvements and Fixtures: Any and all buildings, improvements (including, but not limited to all aprons, taxiways and roadways), additions, alterations, and fixtures (other than trade fixtures and other fixtures that can be readily removed) existing on the Effective Date or constructed or placed on any part of the Leased Premises during the Lease Term by City or Lessee, shall be considered part of the real property of the Leased Premises. All improvements, additions, alterations, and fixtures (other than trade fixtures and other fixtures that can be readily removed) on the Leased Premises shall become the sole property of City upon expiration of this Lease without compensation to Lessee, it being understood and agreed by Lessee that the transfer of title to City of the buildings and improvements located on the Leased Premises at the end of the Lease Term is additional consideration for this Lease. Notwithstanding the above, upon expiration or termination of this Lease for any reason, the City may in its sole discretion require that Lessee, at its sole cost and expense, remove any portion of the improvements and return the Leased Premises (or portion of the Leased Premises) to grade prior to the expiration of the Lease.. If invoked by the City, Lessee's obligation to remove the improvements or portions thereof shall survive the expiration or termination of this Lease. Lessee shall have the right at any

time during Lessee's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove, renovate or replace any and all furniture, machinery, equipment, or other trade fixtures, owned or placed by Lessee, in, under, or on the Leased Premises. Upon request by Lessee during the Term, Lessor shall execute a bill of sale or deed without warranty conveying to Lessee for the Lease Term all improvements and buildings on the Leased Premises. Any such personal property items or trade fixtures which are not removed within sixty (60) days after the expiration of this Lease shall become the property of City as of that date.

## ARTICLE 8
## REPAIRS, MAINTENANCE, RESTORATION AND TAKINGS

8.01 Maintenance by City: City agrees to, at City's sole expense, to keep in good repair, condition and appearance the main asphalt apron connected to and served by Taxiway U which has been constructed by City. Except as provided in this Section 7.01 and in Sections 7.03 and 7.04, City shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or to any equipment, merchandise, facilities or fixtures therein, all of which shall be Lessee's responsibility.

8.02 Maintenance by Lessee: Lessee shall, at Lessee's sole expense, keep the Leased Premises and all improvements of any kind, which may be existing at the Commencement Date or erected, installed, or made thereon by Lessee after the Commencement Date in good repair, condition and appearance, normal wear and tear excepted. Specifically, Lessee shall ensure that the heating, ventilation, and air conditioning (HVAC) systems, building and hangar roofs, all exterior doors and windows, elevators, escalators, building foundations, and other major mechanical systems are kept in good condition and repair. If Lessee desires to improve or change the condition of the Leased Premises, the improvements and changes shall be at Lessee's sole cost except as provided in Sections 7.01, 7.03 and 7.04 hereof.

8.03 Substantial Damage or Total Destruction: If the Leased Premises or any building or buildings located on the Leased Premises are destroyed or substantially damaged by fire or any other cause, Lessee shall have the option to either (a) terminate this Lease as to the building or buildings damaged or destroyed, or (b) to rebuild the destroyed or substantially damaged building or buildings as expeditiously as possible and to treat this Lease as continuing in effect, except that Lessee's obligation to pay rent for use of the Leased Premises during such period of rebuilding shall be abated as to the building or buildings being rebuilt and the property on which the building or buildings are located. In the event Lessee elects to terminate this Lease as to the building or buildings substantially damaged or destroyed, Lessee's obligation to pay rent hereunder shall terminate as of the date of the building's substantial damage or destruction. If this Lease is terminated in its entirety as of the date of such damage, City shall promptly reimburse Lessee for any rent paid by Lessee attributable to the period following the date of such damage. If this Lease is terminated as to some buildings as of the date of such damage, any reimbursement of rent shall be credited toward the rent otherwise due during the remainder of the Lease Term.

8.04 Taking: The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Leased Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

A. "**Taking**" means (a) the taking, damaging or severance damage by eminent domain or condemnation for any public or quasi-public use, or (b) a material limitation of use of the Leased Premises or access to the Leased Premises by Lessor or other governmental regulatory entity having jurisdiction over the Airport, except to the extent such regulation is necessary for the safety or security of the Airport and is applicable to all Airport Property. The Taking shall be considered to take place the date actual physical possession is taken or effective date of the limitation of use by the condemning authority.

B. "**Total Taking**" means the taking of the fee title to all of the Premises and improvements thereon or complete limitation of use of the Premises for its intended use pursuant to this Lease.

C. "**Substantial Taking**" means a Taking in which one or more of the following conditions results:

1. The remaining portion of the Leased Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;

2. The conduct of Lessee's business on the Leased Premises would be substantially limited, prevented or impaired; or

3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the Rent and after performance of all covenants and conditions required of Lessee under this Lease.

D. "**Partial Taking**" means a Taking that is not either a Total Taking or Substantial Taking.

E. "**Improvements**" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities, access and landscaping on or serving the Leased Premises.

F. "**Notice of Intended Taking**" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a Party. The notice is considered to have been received when a Party receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.

G. "**Award**" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.

H. "**Date of Taking**" means the date that Lessee is required to vacate the Leased Premises or its use of or access to the Leased Premises is limited pursuant to a final order of condemnation, agreement between the Parties, or action by the Taking party.

8.05 Notice of Taking: The Party receiving any notice of the kind specified below shall promptly give the other Party notice of the receipt, contents and date of the notice received:

A. Notice of intended Taking;

B. Service of any legal process relating to condemnation of the Leased Premises or Improvements; or

C. Notice in connection with any proceedings or negotiations with respect to such a condemnation or action.

8.06 Rights of Parties During Proceeding Involving a Taking: Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or intended Taking and to make full proof of its claims. Each Party agrees to execute and deliver to any other Party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.07 Taking of Leasehold: Upon a Total Taking, Lessee's obligation to pay Rent, Additional Rent, and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract, final order of condemnation or effective date of the limitation of rights. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Leased Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced by the reduction in value of the Premises resulting from the Taking.

8.08 Total Taking: All of Lessee's obligations under the Lease shall terminate as of the Date of a Total Taking, except those that specifically survive expiration or termination under this Lease. Upon a Total Taking, all sums awarded for Lessee-constructed Improvements, lost profits, relocation expenses and any other awards for Lessee's loss of use of the Leased Premises and/or Improvements on the Leased Premises and the leasehold estate shall be disbursed to Lessee. All sums awarded for the land and Lessor-constructed Improvements (except for improvements made by Lessee to such Improvements) shall be disbursed to Lessor.

8.09 Partial Taking: Upon a Partial Taking, all awards shall be disbursed as follows:

A. To Lessee for the cost of restoring taken Improvements, lost profits, relocation expenses and any other awards for Lessee's loss of use of the Leased Premises and/or Improvements on the Leased Premises; and

B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee constructed improvements and damages or loss to the leasehold estate.

Lessor shall receive all sums awarded for the Premises, as unencumbered by Lessee-owned improvements but subject to the Lease.

8.10 Obligations of Lessee Under Partial Taking: Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct Lessee constructed Improvements on the Leased Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Leased Premises are leased. Notwithstanding the foregoing to the contrary, should there be a partial taking in the last three (3) years of the Initial Term or any Renewal Term, Lessee shall be relieved of the responsibility to so repair or reconstruct the Leased Premises as aforesaid by notifying Lessor if its intention to that effect. Notwithstanding the foregoing, in no event will Lessee be required to spend funds for repairs, alterations, modifications or reconstruction in excess of the funds received by Lessee from such Taking.

8.11 Taking of Temporary Use of Premises and Improvements: Upon any Taking of the temporary use of all or any part or parts of the Premises or Improvements, access, or all, for a period of any estate less than a fee ending on or before the Expiration Date, at Lessee's election, Lessee will be entitled to the entire award and neither the Lease Term or Rent will be reduced or Lessor and Lessee will share in the award as provided above and the Rent will be reduced based on the reduction in value caused by the Taking. If any such Taking is for a period extending beyond the Expiration Date, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

8.12 Trash and Waste Removal: Lessee agrees to cause to be removed from the Leased Premises, at its own expense, all waste, garbage and rubbish, and agrees not to deposit same on the Leased Premises except temporarily in waste or garbage containers provided by Lessee at Lessee's expense. Lessee further agrees that Lessee will store all parts, supplies, and other materials on the interior of buildings located on the Leased Premises, provided, however, that any parts or supplies which must be kept outside because of volatility of the supply item or the size of the part will be kept out of view of the public traveling on public rights of way or other surrounding tenants by installation of fencing or other means of screening reasonably approved by the Director of Airports.

## ARTICLE 9
## ACCESS TO AND USE OF AIRPORT

9.01 Access to Airport: City agrees to maintain the Airport facilities to allow Lessee to operate as a Fixed Base Operator at the Airport, including control facilities, taxiways and runways in good and operational repair, and all roads on the Airport giving access to the Leased Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Leased Premises over said roads at all times; provided, however, City shall not be in default of this Lease if access is temporarily interrupted due to Force Majeure.

9.02 Right to Use Airport: Lessee and Lessee's employees, sublessees, customers and guests shall have the right to use that part of the Airport and its facilities not included within the Leased Premises in common with others authorized to do so. Such use shall be subject to any and all applicable federal, state or local laws, ordinances, statutes, rules, regulations, or orders of any

governmental authority lawfully exercising jurisdiction over the Airport or the activities and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

9.03 Vehicular Operations on the Airfield: No vehicles of Lessee, its employees, customers or invitees will be allowed to operate on, or cross, the runways of the Airport, unless written permission is granted by City for the specific vehicles desired. Any such vehicles shall be equipped with a two-way radio transceiver capable of operating on the designated Unicom frequency, and shall be insured in amounts specified elsewhere in this Lease. Such insurance shall protect City from any and all liability created by Lessee's use of the runways and taxiways of the Airport. Vehicles shall be further equipped with one or more amber rotating roof-mounted beacon lights, and shall display some form of identification which readily determines the ownership of the vehicle. Vehicle operators shall obey the rules and regulations of City and Federal Aviation Administration concerning the use and operation of vehicles on the airfield.

9.04 Airport Certification Rules and Regulations: Lessee shall comply with such rules that pertain to its operation on the Airport as defined in Federal Aviation Administration Order 5160.6A (Airport Compliance Requirements), as amended and other applicable FAA airport advisory circulars.

9.05 14 C.F.R. Part 77 Requirements: Lessee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations [14 CFR Part 77] in the event any future structure, antenna or building is planned for the Leased Premises, or in the event of any planned modification of any present or future building, antenna or structure located on the Leased Premises.

9.06 Control of Structures: Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises which (a) the highest point is above a mean sea level elevation established by the FAA and City (and applicable to other similarly situated structures or objects) as a height limitation on such structures or objects or (b) would otherwise result in the creation of a hazard or impediment to flight operations or aircraft sightlines at the Airport. City reserves the right upon prior notice to Lessee to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree at Lessee's expense.

9.07 Aerial Approaches: Subject to the provisions of this Article 9, City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on or adjacent to the Airport which, in the reasonable opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

9.08 Right of Overflight: There is hereby reserved to City, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.

ARTICLE 10
INSURANCE

10.01 Lessee's Minimum Insurance Amounts: Lessee shall obtain and maintain continuously in effect at all times during the Lease Term, at Lessee's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and all such insurance shall name City as an additional insured and waive rights of subrogation in favor of City:

A. Commercial (Airport) General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $5,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and $5,000,000 product/completed operations limit of liability. The policy shall contain:

(i) Independent Contractors coverage.

(ii) Ground Hangar keepers Liability with a limit of $2,000,000, to be adjusted annually if the value of any aircraft on the Leased Premises exceeds $2,000,000.

(iii) Blanket contractual liability coverage for liability assumed under the Lease or Permit.

(iv) Medical expense coverage with a limit of $5,000 any one person.

(v) City of Midland as additional insured.

(vi) Thirty (30) day Notice of Cancellation in favor of the City of Midland.

B. Automobile Liability Insurance. If Operator operates any motor vehicle in the Air Operations Area of the Airport Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of $1,000,000 for bodily injury and property damage. The policy shall contain a thirty (30) day notice of cancellation in favor of the City of Midland.

C. Aircraft Liability Insurance. Aircraft Liability Insurance for all Operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of $1,000,000 coverage for Bodily Injury and Property Damage and $1,000,000 for Personal and Advertising Injury. The policy shall contain:

(i) Contractual liability coverage for liability assumed under the Lease or Permit.

(ii) Medical Expense coverage with a limit of $5,000 any one person.

(iii) Thirty (30) day Notice of Cancellation in favor of the City of Midland.

(iv) City of Midland as additional insured.

(v) Non-owned aircraft liability with a minimum limit of $1,000,000.

D. Additional Insurance. In addition to the insurance requirements set forth above, Lessee shall be required to obtain and keep current additional insurance coverages as they pertain to Lessee's operations selected from the list of permitted aviation activities and services in Section 4.04, consistent with the Airport Minimum Standards.

10.02 Waiver of Subrogation: City and Lessee and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard to the extent they could be covered by the insurance required to be carried hereunder and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. **THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE SHALL BE CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR FOR ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE.**

10.03 Cancellation; Certificates of Insurance: Lessee's insurance as required by this Lease shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to City. Lessee shall furnish to City, annually, Certificates of Insurance showing City as an additional insured and evidencing that all of the herein stated requirements have been met, including a waiver of subrogation in favor of City on all required insurance.

10.04 Insurance Not Limitation on Indemnity: The amount or amounts of all required policies shall not be deemed a limitation of Lessee's agreement to indemnify and hold harmless City, its officers and employees in the event Lessee or City, its officers or employees shall become liable in an amount in excess of the amount or amounts of such policies.

10.05 City's Right to Purchase Insurance: In the event such insurance as required by Section 10.01 above shall lapse, City reserves the right, after ten (10) days written notice to Lessee, to obtain such insurance at Lessee's expense. Upon written demand from City, Lessee shall reimburse City for the full amount of the premium paid on Lessee's behalf.

## ARTICLE 11
## INDEMNITY

LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS AND ITS EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEYS' FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY THIRD PERSON OR PERSONS, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE IN THE PERCENTAGE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE ATTRIBUTABLE TO THE NEGLIGENCE OF LESSEE, its agents or employees, arising out of, or resulting from, Lessee's use of, or activities on, the Leased Premises, and Lessee will be required to pay any judgment with

costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorneys' fees. Notwithstanding the foregoing, Lessor will not be entitled to reimbursement of attorneys' fees that accrue to Lessor after a claim for indemnification under this Section has been tendered to and accepted by Lessee.

## ARTICLE 12
## UTILITIES

Lessee shall be solely responsible for the payment of all electric, telephone, water, refuse, natural gas and other public utility services used by Lessee on the Leased Premises.

## ARTICLE 13
## SIGNS

13.01 Consent Required: Except with the prior written consent of the Director of Airports, which will not be unreasonably withheld, Lessee shall not erect, maintain or display any new signs or advertising at, or on, the exterior part of structures on the Leased Premises. Signage as part of the approved plans will be deemed approved.

13.02 Removal on Termination: Upon the termination of this Lease, Lessee shall remove, obliterate or paint out, as City may direct, any and all signs and advertising on the Leased Premises or elsewhere at the Airport to the extent installed by Lessee, and in connection therewith shall restore the Leased Premises to the same condition as prior to the placement of any such signs or advertising, ordinary wear and tear and damage by casualty excepted. In the event that there is a failure by Lessee to so remove, obliterate or paint out each and every sign or advertising and so to restore the Leased Premises, City may, at its option, perform the necessary work at the expense of Lessee, and the charge therefor shall be paid by Lessee to City on demand. In certain circumstances, City may elect to allow specific signs to remain as existing at the termination of this Lease. Such signs shall be identified and agreed upon mutually, in writing, by Lessee and City.

## ARTICLE 14
## ASSIGNMENT AND SUBLEASING

14.01 Subleases in Excess of One Year: Lessee may sublease portions of the Leased Premises for terms in excess of one (1) year only pursuant to written agreements executed by Lessee and each sublessee with the prior written approval of the Director of the Airport, which approval will not be unreasonably withheld. Lessee shall provide a copy of this Lease to each such sublessee upon request and each such sublease shall be expressly made subject thereto. A fully executed copy of each such sublease shall be made available to City for inspection upon request. All such subleases must be subject and subordinate to this Lease.

14.02 Subleases Up to One (1) Year: Lessee may rent hangar space to third parties for lease terms not exceeding one (1) year without the prior consent of City. All such subleases must be subject and subordinate to this Lease. Lessee shall provide City with the name and address of each such sublessee under rental agreements for terms not exceeding one year upon written request from the City.

14.03 Assignment: At no time shall Lessee assign its interests or obligations in this Lease without the written consent of City which will not be unreasonably withheld or conditioned. Any such assignment or attempted assignment shall be void *ab initio*. Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to an Affiliate or to a Permitted Assignee, provided Lessee will provide at least thirty (30) days prior written notice and documentation to Lessor prior to assignment of the Lease to a Permitted Assignee. Further, nothing will prevent Lessee from operating under an assumed name as long as Lessee has provided written notice to Lessor of such assumed name. As used herein, a "Permitted Assignee" means an Affiliate of Lessee. "Affiliate" means, as to any designated person or entity, any other person or entity which controls, is controlled by, or is under common control with, such designated person or entity. "Control" (and the correlative meaning, "controlled by" and "under common control with") means ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question.

14.04 Assignment by City: City may transfer and assign this Lease to any successor in interest of City to whom the Airport may be sold or assigned; provided that the successor in interest shall execute and deliver to City, with a copy to Lessee, an instrument assuming the obligations of City under this Lease.

## ARTICLE 15
## TAX LIENS

Lessee shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, amusement, or excise tax required to be collected and paid over by Lessee to the appropriate taxing authority. Furthermore, Lessee shall be responsible for the payment of any applicable ad valorem taxes and any taxes on Lessee's personal property located on the Leased Premises. Lessee shall have the right to protest any such taxes in its sole discretion. Lessee shall at no time permit the foreclosure of any tax liens to Lessee's leasehold interest in the Leased Premises or the buildings, fixtures, or other improvements located on the Leased Premises. City, after thirty (30) days written notice, shall have the right to pay such taxes due after Lessee's refusal to pay such taxes, and upon demand Lessee shall reimburse City for the amount of taxes paid plus any penalties, interests, and attorneys' fees incurred, subject to Lessee's right to challenge the validity of such taxes in whole or in part. In the event that Lessee is successful in any challenge regarding the payment of any tax, City shall be subrogated to any recovery obtained by Lessee to the extent of the amount of taxes, interests, penalties, and attorneys' fees previously paid by City and not already reimbursed by Lessee.

## ARTICLE 16
## DEFAULT AND REMEDIES

16.01 Default by Lessee: The following shall be deemed to be events of default by Lessee under this Lease:

A. Lessee shall fail to pay when due any installment of rent or any other payment required pursuant to this Lease for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due ("Monetary Default");

B. Lessee shall abandon any substantial portion of the Leased Premises for more than thirty (30) consecutive days and Lessee fails to reoccupy the Leased Premises within ten (10) days after written notice; provided, casualty, condemnation, remodeling or Force Majeure will not be considered abandonment;

C. Lessee or any guarantor of Lessee's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations hereunder and proceedings are not released or vacated within ninety (90) days after filing or appointment of a receiver or trustee;

D. Lessee shall make a transfer in fraud of creditors or shall make a general assignment for the benefit of creditors;

E. Lessee shall do or permit to be done any act which results in a lien being filed against the Leased Premises that is not released or bonded within sixty (60) days after written notice from City;

F. The liquidation, termination, dissolution of Lessee or any guarantor of Lessee's obligations hereunder;

G. Lessee shall be in noncompliance with any other material term, provision or covenant of this Lease, other than those specified in subparts (A) through (F) above, and such noncompliance continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such noncompliance; or

H. Lessee creates, allows, or causes any condition on the Leased Premises which violates applicable law or would place City in violation of its federal grant assurances, and fails to cure, or take reasonable steps to commence a cure, of such condition within ten (10) days after receipt of written notice from City. If City determines that any such condition must immediately be abated, City may, after written notice has be provided to Lessee, enter onto the Leased Premises, abate the condition, and charge Lessee for such costs as Additional Rent.

16.02. Self Help. If Lessee creates, allows, or causes any condition on the Leased Premises which imminently endangers persons or property at the Airport that the City determines must be immediately abated and Lessee fails to cure, or take reasonable steps to commence a cure, of such condition within three (3) days after receipt of written notice from City, City may, after written notice has be provided to Lessee, enter onto the Leased Premises, abate the condition, and charge Lessee for such costs as Additional Rent.

16.02 No Remedy Exclusive: No remedy herein conferred upon or reserved to City or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be

a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

16.03 Termination: Notwithstanding the foregoing, Lessor may only terminate Lessee's right of possession or terminate the Lease if a default continues for a period of thirty (30) days after receipt of an additional written notice from Lessor and Lessee, during the thirty (30) day notice period, has not commenced and thereafter diligently performs such action as may be reasonably necessary to cure or resolve such default.

16.04 No Waiver of Breach: City's failure or delay in declaring the existence of an event of default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of City to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such event of default. A waiver of any particular event of default shall not be deemed to be a waiver of the same, similar of any other subsequent event of default.

16.05 Expeditious Action: Notwithstanding any provision as to notice in this Lease herein contained, if in City's reasonable judgment the continuance of any event of default by Lessee for the full period of the notice to cure the event of default will jeopardize the operation of the Airport or the rights of City or the other Airport tenants, City may, without notice, elect to perform those acts in respect to which Lessee is in default. Lessee shall reimburse City for any reasonable and necessary costs incurred by City pursuant to this Section 16.05.

16.06 Mitigation: In the event of an uncured default, Lessor shall in each event use reasonable efforts to mitigate its damages.

16.07 Disputed Payments: If a Monetary Default consists only of underpayment of a disputed and unliquidated sum (which shall not include Base Annual Rent or Option Fee), Lessor's remedies may be forestalled by tender of the liquidated sum and deposit of the amount in controversy in escrow.

## ARTICLE 17
## TERMINATION BY LESSEE

17.01 Termination by Lessee: Except for the payment by Lessee to City of rents or other amounts past due or accrued but not yet due, Lessee shall have the right to terminate this Lease in its entirety, and all rights and obligations ensuing therefrom immediately upon the occurrence of the following without limitation on Lessee's rights and remedies if the action or inaction by City would also constitute a default of City's obligations:

A. The issuance of any order, rule or regulation of the Federal Aviation Administration, or its successor Federal Agency, or other competent government authority, Federal, State or municipal, or the issuance and execution of any judicial process by any court of competent jurisdiction, materially restricting for a period of at least sixty (60) days, the use of the Airport for aeronautical purposes; provided that none of the foregoing is due to any fault of Lessee; or

B. The material restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, and the continuance thereof for a period of not less than sixty (60) days; provided however, that without prejudice to the rights of Lessee to terminate as above provided, City and Lessee may mutually agree to adjust fees and charges; or

C. Restriction of the operation of the Airport arising from City's failure to maintain and keep in repair the landing area of the Airport and to maintain the Airport as a Commercial Service and General Aviation facility; or

D. City's abandonment of the operation for aeronautical purposes of either Runways 16R-34L, 10-28.

If Lessee terminates this Lease for any of the reasons set forth in (A) through (D) of this Article 17, City shall promptly repay Lessee any Rent previously paid by Lessee attributable to the period following the date of such termination and Lessee shall have a right to pursue all available remedies at law or equity, including but not limited to those set forth in Section 8.04 of this Lease. This provision shall survive the termination of the Lease.

17.02 Defaults by Lessor: If Lessor breaches any representation or warranty of Lessor under this Lease or fails to perform any covenant or agreement set forth in this Lease, then, except in the case of an emergency or situation preventing operations by Lessee in the Leased Premises which will only require such notice as is reasonable under the circumstances, Lessor shall have thirty (30) days following the date of its receipt of written notice thereof from Lessee to commence the cure of such alleged breach or failure (i.e., default), plus such additional time as may reasonably be needed to complete the cure of the same. If, upon the expiration of such 30-day period such default is not cured, or if such default cannot reasonably be cured within such 30-day period and Lessor has not commenced the cure of such default within such 30-day period (and thereafter diligently prosecuted such curative action to completion), then Lessee may either (a) pursue any remedies that may be available to it at law or in equity, including, without limitation, termination, injunctive relief or specific performance, or (b) after giving a second, follow-up written notice thereof to Lessor (without any curative action having been taken (or commenced and thereafter diligently pursued to completion) within five (5) days following the date of Lessor's receipt thereof) and without waiving any other remedies that Lessee may have at law or in equity, cure such default itself on behalf of Lessor and the actual, documented out-of-pocket costs thereof, shall be payable to Lessee from Lessor within thirty (30) days after submittal of reasonable backup documentation by Lessee.

17.03 Additional Equitable Remedies; Mitigation: The remedies of Lessee set forth in this Lease in the event of a default shall not preclude either Party from pursuing any available equitable remedies, including, but not limited to, specific performance and injunctive relief.

17.04 Interest: Any sums not paid when due from Lessor to Lessee shall bear interest from the date due until the date paid in full at a rate per annum ("Interest") equal to the lesser of (a) the highest lawful rate or (b) the then applicable "Prime Rate" (as quoted in The Wall Street Journal, or a successor publication if The Wall Street Journal is no longer published) plus four percent (4%); provided, however, in no event shall such rate exceed ten percent (10%) per annum.

ARTICLE 18
REPORTING AND RECORDKEEPING

18.01 Statistical Reporting Requirements: Lessee agrees to provide to City upon request a roster of all aircraft based upon the Leased Premises, with listing made by aircraft type, registration number and owner. Lessee shall also provide upon request a listing of the number of employees, gross payroll, taxes paid, amount of goods, services and supplies purchased, or other pertinent statistical data that shall be held in confidence and shall be used primarily for calculating the economic impact of the Airport upon the community. Data requested shall only apply to Lessee's aviation operations at the Airport.

18.02 Accounting Records: Lessee will furnish City by March 31 of each year a certified statement of its fuel deliveries at the Airport for Lessee's fiscal year ended December 31. That statement may be prepared and certified by either an independent Certified Public Accountant or an employee of Lessee. Furthermore, Lessee shall maintain financial records pursuant to generally accepted accounting practices with respect to its fuel sales and building and hangar rentals for three years, which records shall be made available for inspection by City representatives upon prior notice during regular business hours for purpose of auditing. Such records shall be kept on the Leased Premises, or at other offices of Lessee in Midland, Texas at all times during the Lease Term.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.01 Damages. **LESSEE HEREBY RELEASES CITY FROM LIABILITY TO LESSEE FOR ANY DAMAGE TO THE PERSONAL PROPERTY OF LESSEE INCLUDING ITS AIRCRAFT, CAUSED BY THE ACT OF NEGLIGENCE OF ANY OTHER USER OF THE AIRPORT OTHER THAN CITY**, the bursting, leaking or running of any cistern, water closet, waste pipe, tank, water, gas, steam or sewer pipe, or oil and/or gas pipelines in, above, upon or about the Leased Premises, the Airport, or any part thereof, any heating, gas or electrical device, or vehicle, or any flooding or other weather related casualty unless caused by City or any of its employees, agents or contractors.

19.02 Quiet Enjoyment: Upon the performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the Leased Premises, appurtenances, facilities, licenses and privileges granted in this Lease.

19.03 Force Majeure: Except for the payment of Rent as specified herein, neither City nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, pandemic, epidemic, national health emergency, reasonable shortages in labor (not including circumstances where labor costs have increased), embargoes, reasonable shortages of materials (not including circumstances where materials have increased in price), act of God, acts of the public enemy, war, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control. Lessee shall be entitled to an abatement of Rent for any period of Force Majeure, except that (a) Lessee must provide City with prompt written notice of any such Force Majeure event and its desire for such a Rent

abatement, and (b) no such Rent abatement shall extend beyond the period of the Force Majeure event or thirty (30) days, whichever is shorter.

19.04 No Partnership, Agency, Joint Venture: It is mutually understood and agreed that nothing in this Lease is intended or shall be construed as in any way creating or establishing any partnership, joint venture, agency, or any other relationship between City and Lessee other than lessor and lessee, respectively.

19.05 Inspection by City: City may enter upon the Leased Premises at any reasonable time upon not less than forty-eight (48) hours prior notice to Lessee for any purpose necessary, incidental to or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions, for fire protection or security purposes, or for inspecting or maintaining the Leased Premises, or doing any and all things City is obligated to do, or which may be deemed by City necessary or desirable for the proper conduct and operation of the Airport or the protection of City's interests.

19.06 On-Site Representatives: Lessee shall select and appoint a representative or representatives for its operations at the Airport. The representatives shall be qualified and experienced and vested with the full power and authority to act in the name of Lessee with respect to the method, manner and conduct of the operation of Lessee to be performed under this Lease. City's on-site representative shall be City's Director of Airports.

19.07 Conformance with Rules and Regulations: The use of the Airport by Lessee shall be subject to any and all rules, regulations and ordinances which are now in force or which may be hereafter adopted by City with respect to the operation and use of the Airport, but no such rules, regulations, or ordinances shall increase the Base Annual Rent or Additional Rent payable by Lessee under this Lease or otherwise materially and adversely affect Lessee's use of the Leased Premises or Lessee's tenure of the Leased Premises under this Lease. Furthermore, this Lease and Lessee's use of the Airport shall be subject to any and all applicable laws, ordinances, resolutions, statutes, rules, regulations or orders of any Federal, State or local governmental authority lawfully exercising jurisdiction over the Airport or the activities and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

19.08 Licenses and Permits: Lessee hereby agrees that it shall, at its own expense and cost, procure and obtain all lawfully required licenses and permits, certificates and other authorizations required by any governmental authority, in connection with or covering the operations or activities permitted to be performed by it under the provisions of this Lease.

19.09 Notices: Notices provided for in this Lease shall be either hand delivered or sent by certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to City: Director of Airports
P. O. Box 60305
9506 LaForce Boulevard
Midland, Texas 79711

| | |
|---|---|
| With Copy to: | City Manager<br>P. O. Box 1152<br>300 North Loraine<br>Midland, Texas 79702 |
| If to Lessee: | Franklin Mountain Aviation MAF, LLC<br>123 W. Mills, Suite 600<br>El Paso, Texas 79901<br>Attn: Sandra N. Mendez |

The Parties may change the representative or address for delivery of notices from time to time by sending written notices to the other Party in accordance with the terms hereof. All notices shall be in writing and effective only upon actual receipt.

19.10 Choice of Law and Place of Performance: This Lease shall be governed by the laws of the State of Texas. The obligations and undertakings of each of the Parties to this Lease shall be deemed to have occurred in Midland, Texas, regardless of the location of the Parties at the time of the execution hereof. All sums payable under this Lease shall be paid or shall be deemed to have been paid in Midland, Midland County, Texas, regardless of the location of the Parties at the time the sums payable under this Lease are paid. Exclusive venue for any cause of action regarding this Lease shall be in Midland County, Texas.

19.11 Severability: If any provision of this Lease is invalid or unenforceable, this Lease shall be considered severable as to such provision, and the remainder of this Lease shall remain valid and binding as though such invalid or unenforceable provision were not included herein.

19.12 Use of Language: Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

19.13 Counterparts: This Lease may be executed in multiple counterparts, each of which shall be deemed as original, and all of which constitute but one and the same instrument.

19.14 Maintenance of the Airport: City agrees to continuously maintain and keep in good condition and repair the landing area of the Airport (including, but not limited to, runways, taxiways, landing lights, signals, signs and other conveniences for the takeoff, flying and landing of aircraft) and to continuously maintain the Airport as a commercial and general aviation facility.

19.15 Attorney Fees: **UNLESS SPECIFICALLY PROVIDED FOR ELSEWHERE IN THIS LEASE, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS LEASE OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS LEASE. EACH PARTY HERETO SPECIFICALLY AGREES THAT IF IT BRINGS OR COMMENCES**

**ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE (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), SAID PARTY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MAY OTHERWISE BE ENTITLED.**

19.16 Subordination to Federal Agreements: This Lease is subject and subordinate to the provisions of existing and future agreements between City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport. If FAA determines that any provision of this Lease conflicts with any existing or future grant agreement, the Parties agree to negotiate in good faith to resolve such discrepancy, which may include compensation to Lessee for loss of use.

19.17 No Exclusivity on Aeronautical Services: Nothing herein contained shall be construed to grant or authorize the granting of the exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended.

19.18 Non-Discrimination: Lessee agrees to operate the Leased Premises in the following manner:

A. To furnish good, prompt, and efficient service, adequate to meet all demands for its service at the Airport.

B. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.

C. To charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that Lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

D. Lessee, its agents and employees will not discriminate against any person or class of persons because of race, color, creed, or national origin in providing any services or in the use of its facilities provided for the public in any manner prohibited by Part 21 Assurances of the Regulations of the Office of the Secretary of Transportation. Lessee further agrees to comply with such enforcement procedures as the United States might demand that City take in order to comply with the Sponsors Assurances upon written notice to Tenant providing a copy of the request from the United States together with a copy of the Sponsors Assurances.

19.19 Entire Agreement: This Lease embodies the entire agreement between City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Lease shall not be changed, modified, discharged or extended, except by written instrument duly

executed by City and Lessee. The Parties agree that no representations or warranties shall be binding upon either Party unless expressed in writing in this Lease.

19.20 Independent Contractor: It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Lessee 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 Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of City. Further, it s specifically understood and agreed that nothing in this Lease 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. Lessee shall be an independent contractor under this Lease and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder and any provisions in this Lease which may appear to give City the right to direct Lessee as to details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that Lessee shall follow the desires of City in the results of the work only. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of Lessee's work. Lessee shall assume exclusive responsibility for the work.

19.21 Third Party Beneficiary: City's approval of this Lease does not create a third-party beneficiary. There is no third-party beneficiary to this Lease. No person or entity who is not a party to this Lease shall have any third-party beneficiary rights or other rights hereunder.

19.22 Aircraft Service by Owner or Lessee of Aircraft: No right or privilege granted herein shall operate to prevent or restrict any person or persons, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees, including but not limited to maintenance and repair, that it may choose to perform.

19.23 Airport Development: City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the views of Lessee, and without interference or hindrance; provided, however, the City shall use all reasonable efforts to ensure such development does not impact Lessee's operations under this Lease. In the event Lessee's operations are materially adversely impact, Lessee may pursue all rights under this Lease, including but not limited to those set forth in Article 7 of this Lease.

19.24 War or National Emergency: During the time of war or national emergency, City shall have the right to lease the landing area or any part thereof to the United States Government for official use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended or modified in whatever manner is appropriate to the situation.

19.25 Compliance with Laws, Etc.: Lessee shall at all times comply with applicable federal, state and municipal laws, ordinances, codes, and other regulatory measures now in existence, including rules and regulations contained in the Airport Operations Manual required by the Federal Aviation Administration, and including the current airport security plan, all as may be hereafter modified or amended, applicable to the specific type of operation contemplated by it. Lessee shall procure and maintain during the Lease Term all licenses, permits, and other similar authorizations required for the conduct of its business operations. With respect to regulatory amendments, City agrees to use reasonable efforts to minimize impact on Lessee's rights under this Lease, except that such limitation shall not apply to any amendments addressing safety and security at the Airport required by the FAA or TSA.

19.26 Misrepresentation: All terms and conditions with respect to this Lease are expressly contained herein, and Lessee agrees that no representative or agent of City has made any representation or promise with respect to this Lease not expressly contained herein.

19.27 Non-Discrimination: Lessee agrees to comply with the Required Federal Provisions set forth at Exhibit B.

19.28 Memorandum of Lease. Lessor shall promptly execute a Memorandum of Lease memorializing the terms of the Lease in a form provided by Lessee. Lessor authorizes the Director of the Airport to execute such memorandum.

19.29 Governmental Immunity. Nothing contained herein shall be deemed a waiver of either the City or Lessee's rights under applicable laws, including but not limited to the City's right to claim governmental immunity if available under applicable laws.

19.30 Notice of Alleged Breach; As a condition precedent to filing suit for alleged damages incurred by an alleged uncured breach of an express or implied provision of this Lease, Lessee and Lessor and its legal representative, shall give City's City Manager or the Lessee notice of the breach in writing (consisting of one (1) original of notice together with a copy of this Lease and seven (7) copies of the notice (without a copy of the Lease).

19.31 The rights and obligations of Lessor and Lessee are governed exclusively by the terms of the Lease not anything contained in the Proposal. Inclusion of the Proposal as Exhibit H is intended to be for reference only and Lessee shall only be obligated to complete only the improvements required in Section 7.01 of the Lease.

*Signatures on following page*

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be legally executed in duplicate this _____ day of _____, 2023.

THE CITY OF MIDLAND, TEXAS

By:_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____

Notary Public, State of Texas

FRANKLIN MOUNTAIN AVIATION MAF, LLC,
a Texas limited liability company.

By:_ _____
William Kell, Chief Operating Officer

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of _____.

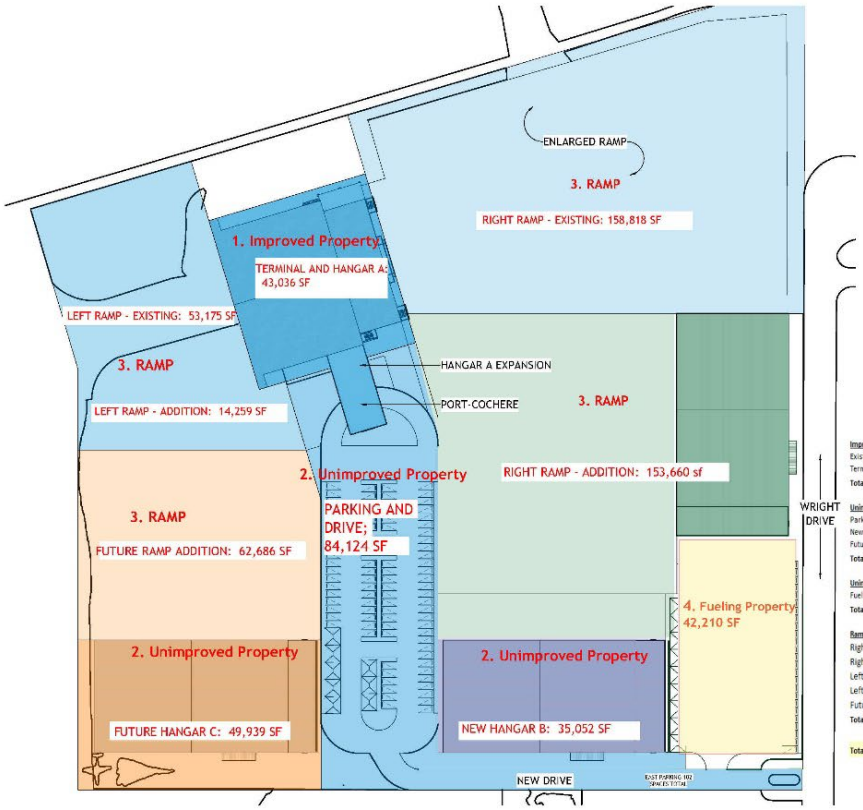
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____

Notary Public, State of Texas

# EXHIBIT A

## Leased Premises/Intended Uses




| Lease Area | Property Type | Phase | SF | Lease Rate Per SF | Initial Annual Lease |
|---|---|---|---|---|---|
| **Improved Property** | | | | | |
| Existing Hangar | Improved | Phase 1 | 22,673 | $ 0.15 | $ 3,400.91 |
| Terminal | Improved | Phase 1 | 20,363 | $ 0.15 | $ 3,054.49 |
| **Total Improved Property** | | | **43,036** | $ 0.15 | $ 6,455.40 |
| **Unimproved Property** | | | | | |
| Parking and Drive | Unimproved | Phase 1 | 84,125 | $ 0.03 | $ 2,523.74 |
| New Hangar B | Unimproved | Phase 1A | 35,052 | $ 0.03 | $ 1,051.55 |
| Future New Hangar C | Unimproved | Phase 2 | 49,939 | $ 0.03 | $ - |
| **Total Unimproved Property** | | | **169,115** | $ 0.02 | $ 3,575.30 |
| **Unimproved Property - Fuel Farm** | | | | | |
| Fueling Property | Unimproved | Phase 1 | 42,210 | $ 0.030 | $ 1,266.30 |
| **Total Fueling Property** | | | **42,210** | $ 0.030 | $ 1,266.30 |
| **Ramp Areas** | | | | | |
| Right Ramp - Existing | Ramp | Phase 1 | 158,818 | $ - | $ - |
| Right Ramp - Addition | Ramp | Phase 1 | 153,660 | $ - | $ - |
| Left Ramp - Existing | Ramp | Phase 1 | 53,175 | $ - | $ - |
| Left Ramp - Addition | Ramp | Phase 1 | 14,259 | $ - | $ - |
| Future Ramp -Addition | Ramp | Phase 2 | 62,686 | $ - | $ - |
| **Total Ramp Areas** | | | **442,598** | $ - | $ - |
| **Total Lease Expense** | | | **696,960** | | $ 11,297.00 |

**EXHIBIT B**

**Federally Aided Property**

**EXHIBIT C**

**Intended Use of the Option Premises**

**EXHIBIT D**

**CAF Premises**



**EXHIBIT E**

**Results of Environmental Baseline Investigation**

(to be added upon completion)

**EXHIBIT F**

**Initial Improvements/Schedule**

MIDLAND INTERNATIONAL RFP - MIDLAND, TEXAS

# CONCEPT DESIGN

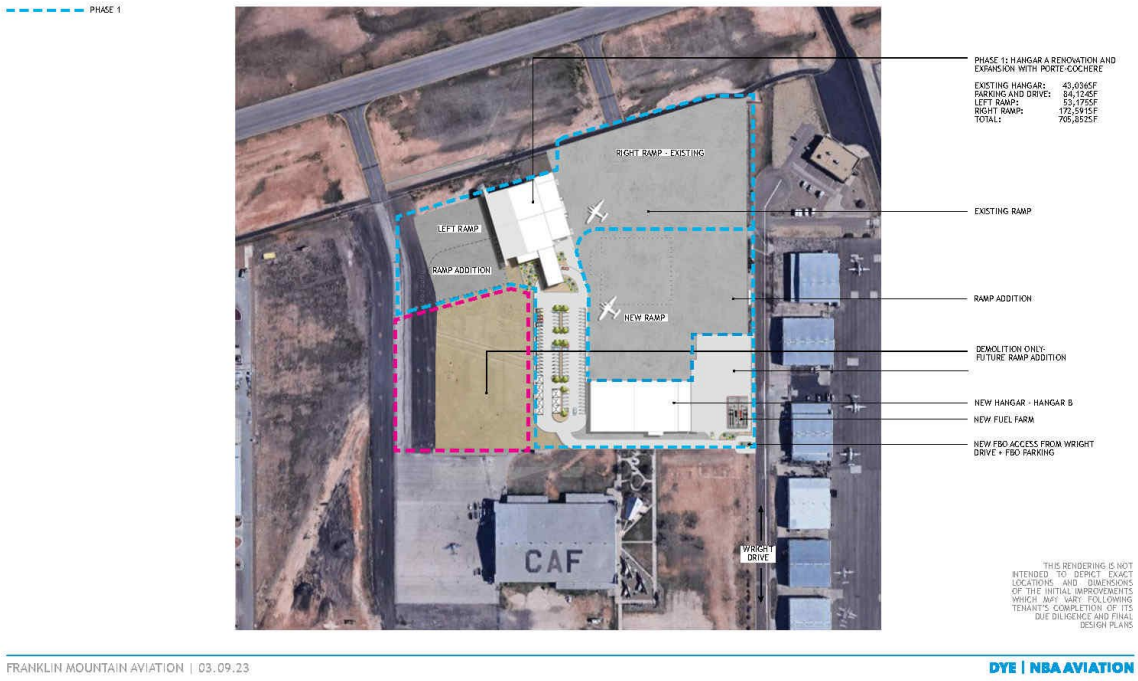
A HANGAR CAMPUS DEVELOPMENT BY
FRANKLIN MOUNTAIN AVIATION

DYE | NBA AVIATION

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## New Site Plan - Phase1

RFP Submission - Midland, Texas




FRANKLIN MOUNTAIN AVIATION | 03.09.23

DYE | NBA AVIATION

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## Campus Aerial Perspective

RFP Submission - Midland, Texas






## Hangar A Perspective

RFP Submission - Midland, Texas



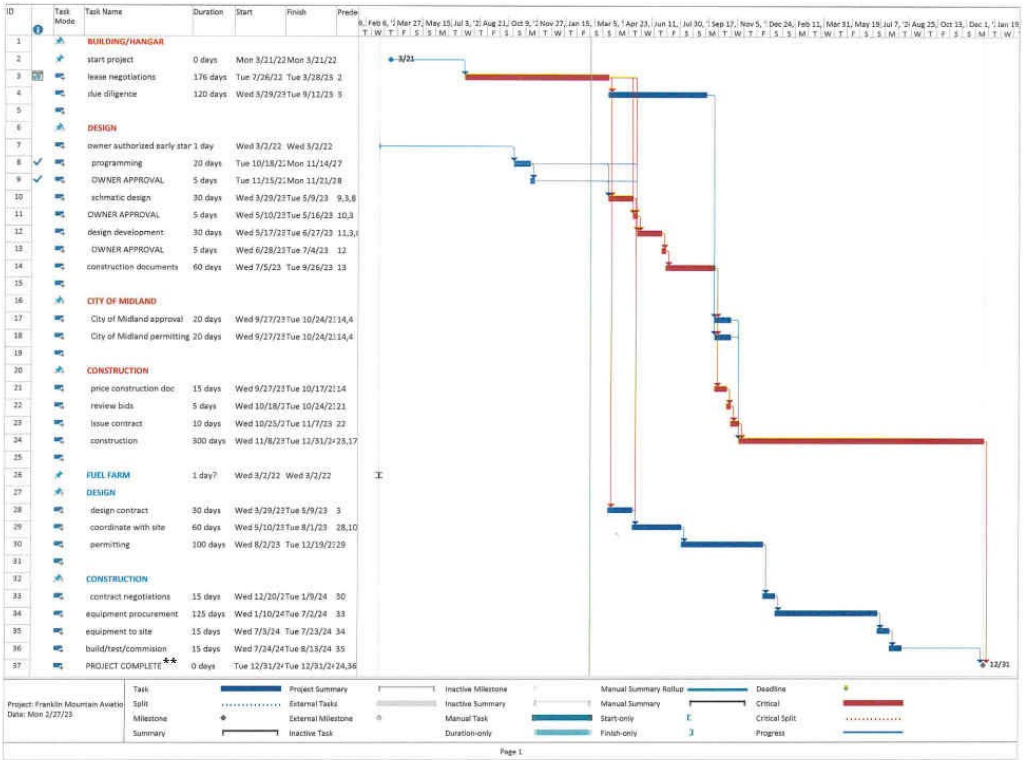
## Hangar A Perspective

RFP Submission - Midland, Texas



THIS RENDERING IS NOT INTENDED TO DEPICT EXACT LOCATIONS AND DIMENSIONS OF THE INITIAL IMPROVEMENTS WHICH MAY VARY FOLLOWING TENANT'S COMPLETION OF ITS DUE DILIGENCE AND FINAL DESIGN PLANS





| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|---|
| 1 | | BUILDING/HANGAR | | | | |
| 2 | | start project | 0 days | Mon 3/21/22 | Mon 3/21/22 | |
| 3 | | lease negotiations | 176 days | Tue 7/26/22 | Tue 3/28/23 | 2 |
| 4 | | due diligence | 120 days | Wed 3/29/23 | Tue 9/12/23 | 3 |
| 5 | | | | | | |
| 6 | | DESIGN | | | | |
| 7 | | owner authorized early star | 1 day | Wed 3/2/22 | Wed 3/2/22 | |
| 8 | | programming | 20 days | Tue 10/18/22 | Mon 11/14/27 | |
| 9 | | OWNER APPROVAL | 5 days | Tue 11/15/22 | Mon 11/21/28 | |
| 10 | | schmatic design | 30 days | Wed 3/29/23 | Tue 5/9/23 | 9,3,8 |
| 11 | | OWNER APPROVAL | 5 days | Wed 5/10/23 | Tue 5/16/23 | 10,3 |
| 12 | | design development | 30 days | Wed 5/17/23 | Tue 6/27/23 | 11,3 |
| 13 | | OWNER APPROVAL | 5 days | Wed 6/28/23 | Tue 7/4/23 | 12 |
| 14 | | construction documents | 60 days | Wed 7/5/23 | Tue 9/26/23 | 13 |
| 15 | | | | | | |
| 16 | | CITY OF MIDLAND | | | | |
| 17 | | City of Midland approval | 20 days | Wed 9/27/23 | Tue 10/24/23 | 14,4 |
| 18 | | City of Midland permitting | 20 days | Wed 9/27/23 | Tue 10/24/23 | 14,4 |
| 19 | | | | | | |
| 20 | | CONSTRUCTION | | | | |
| 21 | | price construction doc | 15 days | Wed 9/27/23 | Tue 10/17/23 | 14 |
| 22 | | review bids | 5 days | Wed 10/18/23 | Tue 10/24/23 | 21 |
| 23 | | issue contract | 10 days | Wed 10/25/23 | Tue 11/7/23 | 22 |
| 24 | | construction | 300 days | Wed 11/8/23 | Tue 12/31/24 | 23,17 |
| 25 | | | | | | |
| 26 | | FUEL FARM | 1 day? | Wed 3/2/22 | Wed 3/2/22 | |
| 27 | | DESIGN | | | | |
| 28 | | design contract | 30 days | Wed 3/29/23 | Tue 5/9/23 | 3 |
| 29 | | coordinate with site | 60 days | Wed 5/10/23 | Tue 8/1/23 | 28,10 |
| 30 | | permitting | 100 days | Wed 8/2/23 | Tue 12/19/23 | 29 |
| 31 | | | | | | |
| 32 | | CONSTRUCTION | | | | |
| 33 | | contract negotiations | 15 days | Wed 12/20/23 | Tue 1/9/24 | 30 |
| 34 | | equipment procurement | 125 days | Wed 1/10/24 | Tue 7/2/24 | 33 |
| 35 | | equipment to site | 15 days | Wed 7/3/24 | Tue 7/23/24 | 34 |
| 36 | | build/test/commision | 15 days | Wed 7/24/24 | Tue 8/13/24 | 35 |
| 37 | | PROJECT COMPLETE ** | 0 days | Tue 12/31/24 | Tue 12/31/24 | 24,36 |

Project: Franklin Mountain Aviatio
Date: Mon 2/27/23

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Critical | Critical Split | Progress

Page 1

**** This date reflects Lessee's estimated project completion date provided that work can commence during the due diligence period. In the event that it is not possible, the completion date may extend passed this date.**

## EXHIBIT G

## Required Federal Provisions

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "LESSEE") agrees as follows:

1. **Compliance with Regulations:** LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** LESSEE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by LESSEE of LESSEE's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of LESSEE is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to LESSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of LESSEE's noncompliance with the Non-discrimination provisions of this contract, LESSOR will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the LESSEE

under the Agreement until the LESSEE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** LESSEE will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. LESSEE will take action with respect to any contract or procurement as LESSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, LESSEE may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the LESSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the LESSEE transfers its obligation to another, the transferee is obligated in the same manner as the LESSEE. The above provision obligates the LESSEE for the period during which the property is owned, used or possessed by the LESSEE and the airport remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. LESSEE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

**EXHIBIT H**

**RFP**

FRANKLIN MOUNTAIN INVESTMENTS

REQUEST FOR PROPOSAL

# Non-Exclusive Fixed Base Operator Services, Midland International Air & Space Port

Midland, Texas

August 18, 2021

**Prepared for:**
Honorable Mayor and City Council
c/o City Secretary
300 N. Loraine, Room 340
City Hall
Midland, Texas 79702

FRANKLIN MOUNTAIN INVESTMENTS

August 18, 2021

Honorable Mayor and City Council
c/o City Secretary
300 N. Loraine, Room 340
City Hall
Midland, Texas 79702

**RE: RFP for Non-Exclusive Fixed Base Operator Services, Midland International Air & Space Port**

Honorable Mayor and City Council,

It is our pleasure on behalf of Franklin Mountain Aviation MAF, LLC to respond and submit to your Request for Proposal (RFP). Franklin Mountain Aviation MAF, LLC is a newly formed subsidiary owned directly by Franklin Mountain Aviation Services, LLC and indirectly by Franklin Mountain Investments (hereinafter together referenced as "FMI"). FMI fully understands and is aware of requirements set forth in this RFP for Non-Exclusive Fixed Base Operations Services at Midland International Air & Space Port. FMI is headquartered in El Paso, Texas and has no known conflicts of interest with any respondent's, respondent's partners, subcontractor(s), joint venture associates, or any other individual or entity of Respondent's team has any potential conflicts that may arise in the performance of the services requested in this RFP, performing the work, or operating the FBO facility contemplated within this RFP. You can learn more about FMI at fmiep.com.

FMI (through separate subsidiaries) currently owns and operates 3 full service Fixed Base Operations (FBO) at international airports. Francis Aviation at Las Cruces International Airport (near the Spaceport America that Virgin Galactic recently flew to space from) and Dona Ana County International Jetport at Santa Teresa, New Mexico and the third FBO is Million Air branded FBO at El Paso at El Paso International Airport. FMI is responding to this RFP as an independently owned, licensed Million Air Full-Service FBO. Million Air has a network of corporate-owned, managed, or independently owned/licensed FBO located at airports in the United States America, Canada, Columbia, the Caribbean, and China (hereinafter referred to as Million Air Midland). Million Air provides services (including aircraft fueling, aircraft parking and storage, charter, GSE maintenance, and aircraft maintenance) to general aviation and corporate aircraft owners and users, commercial air carriers and military service to government through DLA (Defense Logistics Agency) contracts at designated and approved airports.

Million Air Midland will create an "Exceptional Facility" for general aviation customers and it will focus attention on the operational, safety, and service standards, passenger's lounge, VIP Center, pilot's lounge, restrooms, ramp, street-side appearance, ground service equipment, and front desk. These elements are what separate Million Air from traditional FBOs whose idea of serving customers is "pumping fuel." Our facilities are always designed with the customer in mind, both pilots and passengers.


**123 W. Mills Ave. Suite 600 El Paso, Texas 79901 915-504-7100**

FRANKLIN MOUNTAIN
INVESTMENTS

Million Air Midland facility and service offerings are designed to meet or exceed the airport standards and the standards of the Million Air brand. In addition to providing the required FBO standards, Million Air Midland will seek opportunities to support the Cargo and airlines, in addition to bidding for the Defense Logistics Agency (DLA) Military and Government refueling contract. FMI has several years' experience with DLA contracts and currently has the service contract at Las Cruces International. Million Air Midland will offer full access to Million Air's Part 135 International Charter Company and Part 145 MRO based at William P. Hobby International Airport in Houston, Texas, with remote servicing and potential for future on-site operations. Over the years, Million Air has developed a working relationship with some of the best aviation companies and fuel providers in the industry. Some of these operators and fuel providers are, Net Jets, Wheels Up, CAA, AvFuel, and Everest.

Additionally, we recognize Midland Air and Spaceports' vision to further develop its capabilities as a cutting-edge center of excellence for aerospace related activities. We understand that Midland's vision will require establishing specialized facilities, machinery, tools, and other specific equipment in Midland with the potential to include high performance wind tunnels, high performance propulsion testing structures and tunnels, in addition to specialized aircraft modifications and maintenance. We understand these types of facilities will require highly specialized features and capabilities. We have been approached by aerospace technology companies expressing interest in working with us on the development of the parcels. These have been promising conversations. These technology companies would be great additions to Midland International Air and Space Port. Franklin Mountain Aviation and Million Air along with their design consultants have decades of airport development experience. The team takes the long careful view of how we develop limited Airport property. Designing, building and operating aviation support facilities with beauty, efficiency and safety are our goals. Increasing income and revenue over time through careful planning is the mission.

Sincerely,

William Kell
COO, Franklin Mountain Investments
wkell@fmmep.com
915-204-5913

John Stuart
Vice President, Franklin Mountain Aviation
jstuart@francisaviation.com
979-676-1066


123 W. Mills Ave. Suite 600 El Paso, Texas 79901 915-504-7100

# 5.3 Company Information

# 6.2 References

# 6.3 Aeronautical Products, Facilities and Services to be Offered

# 6.4 Concept Plan of Proposed Improvements

# 6.5 Business and Marketing Plan

# Appendix



FRANKLIN MOUNTAIN INVESTMENTS

a. The legal name of the company that will enter into a contract with the City and any alternate names for which the company is known (D.B.A.);

**Franklin Mountain Aviation MAF, LLC**
**D.B.A. Million Air**

b. Mailing, physical and billing addresses;

**123 W. Mills Avenue, Suite 600**
**El Paso, TX 79901**

c. Phone, fax, and website (if applicable);

**Office Phone: (915) 504-7100**
**Office Fax: (915) 504-7099**
**Websites: www.fmiep.com + www.millionair.com/locations/elp**

d. Organization type;

**Limited Liability Company**

e. Federal I.D. number;

87-2186954

f. List of owners;

**99% - Franklin Mountain Investments Limited Partnership**
**1% - Franklin Mountain GP2, LLC**

g. List of corporate officers with titles (if applicable); and

**Paul L. Foster, Chief Executive Officer**
**William Kell, Chief Operating Officer**
**Brent D. Harris, Chief Development Officer**
**Yolanda Giner, Executive VP and General Counsel**
**Sandra N Mendez, Chief Financial Officer**
**Kassandra R. Foster, Vice President - Business Development**
**Richard Bransford, Vice President - Construction**
**Timothy Mallardi, Vice President - Special Projects**
**John F. Stuart, Vice President**

h. Name (first and last), title, mailing address, phone number, fax, and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

**William Kell**
**Chief Operations Officer**
**123 W. Mills Avenue, Suite 600**
**El Paso, TX 79901**
**Office: (915) 504-7100**
**Fax: (915) 504-7099**
**Email: wkell@fmmep.com**

5.3 Company Information

**6.2 References**

6.3 Aeronautical Products, Facilities and Services to be Offered

6.4 Concept Plan of Proposed Improvements

6.5 Business and Marketing Plan

Appendix



FRANKLIN MOUNTAIN INVESTMENTS

# 6.2 References

Respondents shall include at least five (5) credit and business references with knowledge of its organization's ability to design, construct, and operate an FBO. The letters of reference must include a description of the construction project and the subsequent services provided at that airport. The letter must also include a contact name, title, address, phone, and email for the individual at the airport that can elaborate on their experience working with Respondent. Please attach the letters of reference as an appendix to the Proposal.

In addition to the above required letters of reference, Respondent is advised and hereby consents that the City may request information from Respondent's clients, government agencies, financial institutions, references, or any other available sources while examining Respondent's experience and qualifications to design, finance, construct, and operate the proposed FBO.

Midland International Air & Space Port
9506 La Force Blvd
Midland, TX 79706

August 12, 2021

**RE: Letter of Recommendation for Franklin Mountain Aviation**

To the honorable mayor and city council of Midland, Texas:

It is my pleasure to recommend Franklin Mountain Aviation as the fixed base operator of choice for the Midland International Air and Space Port.

Avfuel Corporation has conducted business with Franklin Mountain Aviation since January 2015. Our entire team, myself included, have been and continue to be incredibly impressed with the way Franklin Mountain Aviation represents itself and Avfuel's brand in the aviation industry. A prime example of this is the company's new first-class Million Air FBO in El Paso. I am confident Franklin Mountain Aviation would bring the same first-class facilities, services and amenities as the full-service FBO at your location.

Even more importantly, I have known and worked with Paul Foster—the founder of Western Refining and Franklin Mountain Management—since 1983. In that time, I've had the pleasure of watching Paul build an expert, dedicated team that focuses on and excels at promoting brand image, building customer loyalty and implementing a comprehensive safety program for both employees and customers. It's in my experience that Paul never does anything that is not first class.

Furthermore, Franklin Mountain Aviation has earned a great reputation throughout the industry for its fair and practical approach to conducting business. Its team members provide exceptional service to aircraft operators and are always looking for ways to improve the customer experience.

I ask that you give Franklin Mountain Aviation your full consideration for your fixed base operator needs; I have full confidence its would be a great representative for the Midland International Air and Space Port.

Sincerely,

Mark Haynes
Avfuel Corporation


47 West Ellsworth Road, Ann Arbor, Michigan 48108-2206
+1 (734) 663-6466 | (800) 521-4106
Fax: (734) 663-1681
GLOBAL SUPPLIER OF AVIATION FUEL AND SERVICES
www.avfuel.com

WestStar Bank®

P.O. Box 99100
El Paso, TX 79999-9100
P. (915) 532-1000
F. (915) 747-1025
weststarbank.com

August 16, 2021

City of Midland

RE: Franklin Mountain Aviation Services, LLC.

To Whom It May Concern:

At the request of Mr. Paul Foster, I am pleased to provide this letter of reference for Franklin Mountain Aviation Services, LLC. This company has owned and operated the Santa Teresa and Las Cruces, New Mexico FBO's since 2015 and recently opened a new Million Air facility in El Paso, Texas in February 2021. Franklin Mountain Aviation Services, LLC plans to own and develop an FBO and hangar facilities at the Midland International Airport and provide fueling, line services and hangar facilities.

Mr. Foster has been a highly valued client of WestStar Bank since 2003 and Franklin Mountain Aviation Services, LLC since 2014. Throughout our relationship, all transactions have been handled as agreed and in a most professional manner.

Based upon my personal knowledge of Mr. Foster's financial condition and his group of companies and their experience with FBO's, please accept this letter of reference regarding his construction project for an FBO at Midland International Airport.

If I may be of further assistance please feel free to contact me. My contact information is as follows:

| | |
|---|---|
| Telephone number: | 915 747-1685. |
| Email: | dcueto@weststarbank.com |
| Address: | 500 N. Mesa Street, El Paso, Texas 79901 |

Sincerely,

Daniel Cueto

Daniel Cueto
Senior Vice President
Commercial Banking Manager

JORDAN FOSTER CONSTRUCTION

7700 C.F. Jordan Drive
El Paso, Texas 79912
P: 915.877.3333
F: 915.877.3999

A Foundation of Excellence™

August 16, 2021

City of Midland
Midland International Air & Spaceport
9506 LaForce Blvd
Midland, TX 79706

To City Council of Midland, Texas:

It is our pleasure to highly recommend Franklin Mountain Aviation Services, LLC ("FMAS") as the City of Midland's next FBO operator of choice.

Jordan Foster Construction has partnered with Franklin Mountain since 2008 to develop and improve first class commercial, office and retail buildings in El Paso, TX.

FMAS has successfully owned and operated field base operators in New Mexico since 2015 and opened its newest facility in El Paso, TX in 2021. Jordan Foster Construction was the general contractor for the new 10,000 SF terminal facility and 20,000 SF hangar in El Paso. The facility is an unmatched experience in amenities and customer care. We are confident that Franklin Mountain would bring the same exceptional FBO facilities and services to Midland, Texas.

Please contact me if I may be of further assistance. My contact information is as follows:
Doug Joehl
7700 CF Jordan Dr
El Paso, TX 79912
915-302-4308
DJoehl@JordanFosterConstruction.com

Sincerely,

Doug Joehl
Chief Financial Officer


Jordanfosterconstruction.com ▪ Austin ▪ Dallas ▪ El Paso ▪ Houston ▪ San Antonio

# DYE | NBA AVIATION

August 16, 2021

City of Midland Texas

Regarding: Franklin Mountain Aviation Services, LLC

To Whom it may concern:

My firm has provided aviation related architectural and engineering services to FMAS for several years. These have been multimillion dollar construction projects. Working with the FMAS team has been a joy. They are extremely professional and experienced at developing high quality properties including very specialized aviation support facilities.

Our working and financial relationship was exactly as promised. Phase payments were always on time and to the penny as promised. Airport developments are complicated and when an Airport or design question arose, FMAS's team was on the job to quickly resolve any issue. Actually, the best letter of reference should come from the El Paso Airport. FMAS delivered their world class, award winning FBO terminal building and hangar exactly as promised.

It is my honor to provide this letter of reference. FMAS is truly a world class company. Please do not hesitate to contact me if any additional information is needed. My cell phone is 770-331-9018.

Respectfully submitted
DYE | NBA Aviation Architecture

W. Mercer Dye
President

**Atlanta**
3060 Peachtree Rd. N.W.
Suite 600
Atlanta, GA 30305
404 365 7600

**Alexandria**
300 North Lee St.
Suite 502
Alexandria, VA 22314
703 836 0915

BANK OF AMERICA

August 16, 2021

RE: Franklin Mountain Investments

To The City Council of Midland Texas,

This letter is provided as a banking reference for Franklin Mountain Investments (parent of Franklin Mountain Aviation Services LLC).

We are pleased to confirm that Franklin Mountain Investments (FMI) has been a customer of Bank of America's Private Bank for over 15 years, and during that time we have enjoyed a positive working relationship. The relationship includes lines of credit, airplane loans, asset management and treasury management.

If further information is needed, please do not hesitate to contact me.

Sincerely,

Samantha Kennedy

Samantha Kennedy
Managing Director
713-247-6272
Samantha.Kennedy@bofa.com

5.3 Company Information

6.2 References

# 6.3 Aeronautical Products, Facilities and Services to be Offered

6.4 Concept Plan of Proposed Improvements

6.5 Business and Marketing Plan

Appendix



FRANKLIN MOUNTAIN INVESTMENTS

# 6.3 Aeronautical Products, Facilities & Services to be Offered



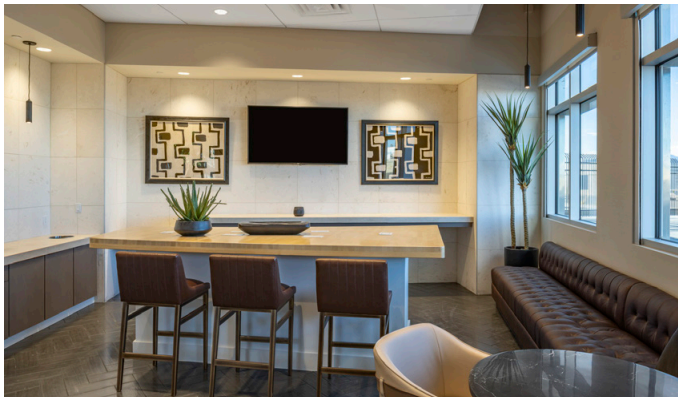
## PHASE 1

Renovate existing hangar A. This includes a complete new exterior facade with the addition of a land side Porte Cochere for arrivals and departures to the Executive Terminal. The existing conditioned space of hangar A first floor will be completely repurposed to provide world class FBO Terminal design and function very similar to our recently completed Terminal at ELP (see www.nilesbolton.com/franklin-mountain-aviation). This renovation includes high level finish and furnishings. To make the floor plan more functional 1,600 SF will be added to the first-floor plan. Hangar and Terminal exterior elevations will be clad with high end, architectural metal panels with new storefront and curtain wall. Electrical and HVAC systems will be modernized and up graded to insure energy efficiency.









The hangar interior will be painted and re-lighted with LED fixtures. Decorative translucent borrowed lights will be creatively placed in the hangar walls to add interest and free lighting. The hangar doors will be inspected and modernized as necessary. The building will have an exterior lighting system to help the renovated building “glow” in the dark and improve ramp lighting.

The landside approach to Hangar A will be totally redesigned to include appropriate landscaping, lighting and automobile parking. The building approach will be designed to easily accommodate buses and other large passenger vehicles. AOA fences and gates will be adjusted in coordination with the Airport and TSA.

This major phase 1 investment is designed to get Franklin Mountain/ Million Air up and running as soon as possible generating income while the development of the Phase 2 hangar is proceeding.

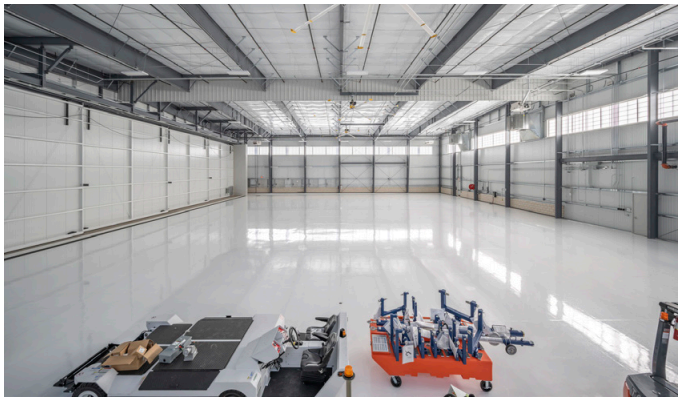
# 6.3 Aeronautical Products, Facilities & Services to be Offered



## PHASE 2

Based on market demand, this component will add approximately 30,000 SF of new, large aircraft storage hangar noted as Hangar B. This new technology hangar with approximately 3,800 SF of attached shop offices will be an attractive addition to the airport. Capable of supporting the largest GA aircraft now operating including the G650, Global 7500 and even proposed supersonic aircraft noted for their extremely long fuselages. This is a forward-looking hangar incorporating the most current energy efficient materials and equipment. This hangar is similar to our recently completed hangar at ELP which has received rave reviews for both efficiency and attractiveness.

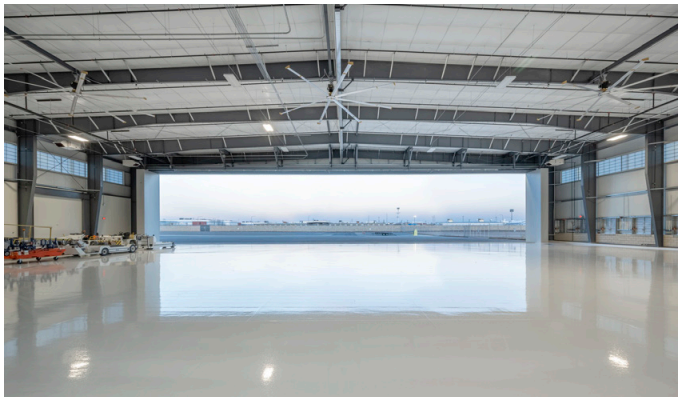
Covered automobile parking will also be provided for based customers. A new automobile parking lot will be constructed to support the new hangar with attractive islands and landscaping.













FRANKLIN MOUNTAIN INVESTMENTS

# 6.3 Aeronautical Products, Facilities & Services to be Offered



## PHASE 3 AND PHASE 4

The Phase 3 and 4 hangars will be constructed as the need is demonstrated. The actual size and shape will be determined based on then current market factors. **SPECIAL NOTE FOR PHASE 3 and PHASE 4** (We have been approached by aerospace technology companies expressing interest in working with us on the development of the parcels. These are ongoing conversations. These technology companies would be great additions to Midland International Air and Space Port.

Franklin Mountain and Million Air along with their design consultants have decades of airport development experience. The team takes the long careful view of how we develop limited Airport property. Designing, building and operating aviation support facilities with beauty, efficiency and safety are our goals. Increasing income and revenue over time through careful planning is the mission. We hope that our response to your RFP will be of interest to you. We have many ideas for this development and look forward to sharing them with you if we are the successful proposer.






FRANKLIN MOUNTAIN INVESTMENTS

# 6.3 Aeronautical Products, Facilities & Services to be Offered

FBO Brand: Million Air











FRANKLIN MOUNTAIN INVESTMENTS

# 6.3 Aeronautical Products, Facilities & Services to be Offered

FBO Brand: Million Air

For 35 years, the Million Air name has been recognized throughout the aviation community and to corporate America as the premier provider of award-winning, upscale FBO services. Million Air now facilitates nearly 1 million aircraft movements and 2.5 million passenger movements, fueling nearly 70 million gallons to business, general aviation, commercial, and military aircraft each year. It's important that every customer will know before they land, that a highly engaged and skilled team is preparing for their arrival. They know that they will be greeted warmly and welcomed into luxurious and tastefully appointed accommodations. They will be able to relax with the knowledge that everyone around them is passionate about more than merely meeting expectations; it is about setting the bar and performing to the highest standards. In short, it is nothing but the best.

Every person at Million Air has been individually selected for their natural talent in providing outstanding levels of customer service. Our customized, innovative training program hones natural aptitude to a keen edge of focused professionalism. With skills polished by welcoming more than 2.5 million passengers annually, Million Air can consistently deliver a level of personalized service you will find nowhere else.

Our philosophy is simple: meet every need, promptly and professionally. Provide the highest level of award-winning service to aircraft, crew, and passengers. Find innovative ways to care for our guests. Take every opportunity to demonstrate our passion for excellence. Allow our guests to enjoy the confidence and peace of mind. Million Air surrounds you with luxurious amenities to include spacious lobbies, theater rooms, multimedia conference rooms, luxury crew cars, and complimentary beverages & snacks.

In every area of our operations, Million Air works to exceed regulations, industry standards, and most of all, customer expectations. From the moment you taxi onto our ramp, you'll see Million Air's professionalism at work. Your aircraft will be guided into position by experienced line personnel with military-standard hand signals. Their crisp performance, professional decorum, and attention to detail exemplify our priorities: safety, service, and excellence are the foundation of The Million Air Experience.

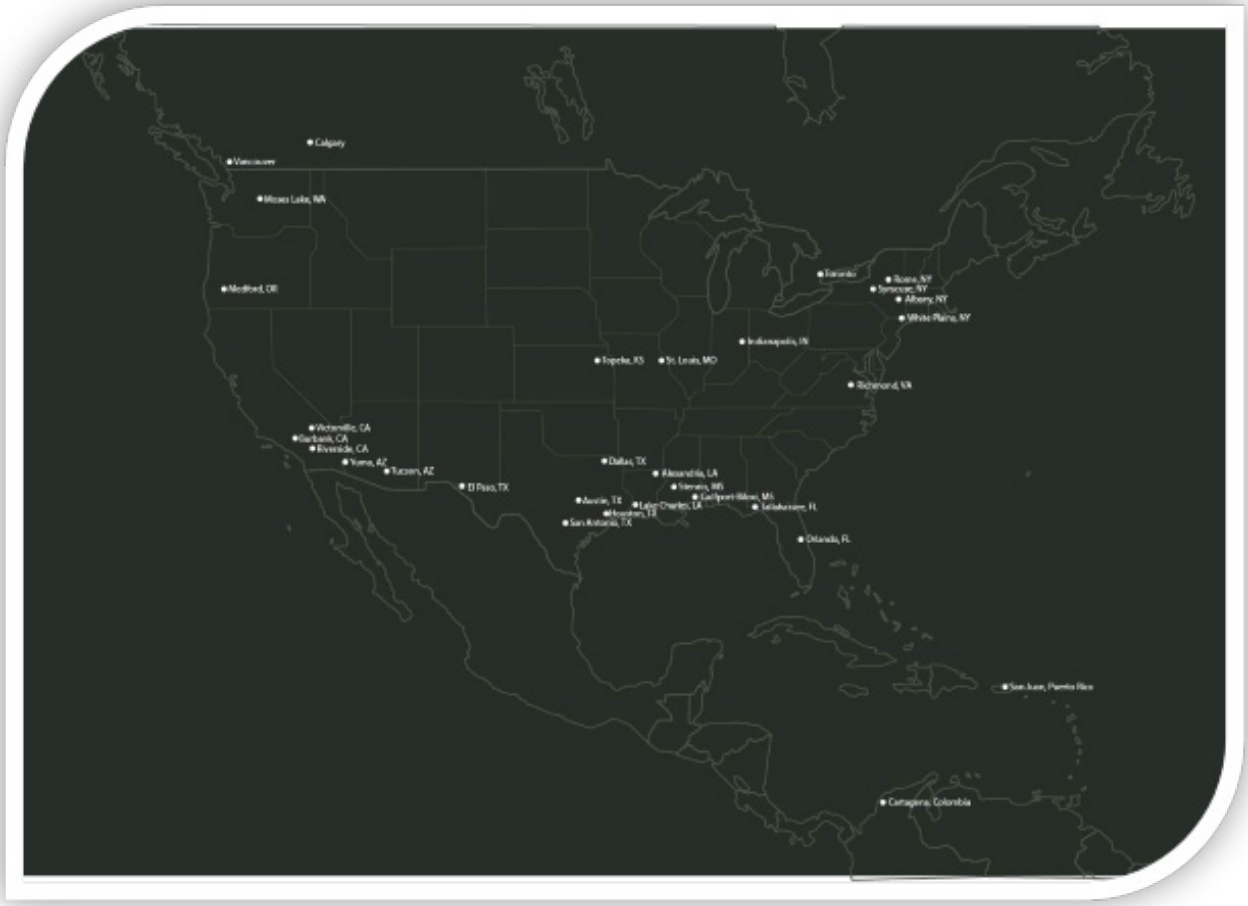
Like a high-performance aircraft, Million Air facilities represent a powerful melding of form and function. Contemporary, classic, and traditional elements combine to convey the high-tech world of aviation as well as the warm, inviting comfort associated with high-end luxury.

Million Air's powerful, positive culture is a product of the love of aviation shared by our families of FBOs, our employees, and our guests. Million Air was founded and built by people who sense the excitement in every takeoff and landing, whose ideal surroundings include the sights, sounds and smells of aviation. The inspiration and driving force behind Million Air is not in the details of a business plan or a corporate goal – it is in the genuine passion for aviation and all things related to it.

Million Air is in a growing business sector; the company has a passionate and winning management team, a keen vision backed by scalable processes that deliver real business and financial RESULTS. Million Air has been and will continue, without a doubt, to be one of the industry's most compelling success stories.

# 6.3 Aeronautical Products, Facilities & Services to be Offered

FBO Brand: Million Air




## Industry Experience

Million Air is the third-largest FBO network in the United States and is consistently recognized as the premier brand and has been voted “Best Large FBO Chain” by Pro-Pilot Magazine for 10 consecutive years as well as Best Large FBO Chain by Fltplan.com.

The Million Air name has been synonymous with award-winning, upscale FBO aviation services for over 35 years. Million Air serves nearly 1 million aircraft movements and 2.5 million passengers for general and business aviation as well as military aircraft each year.

It is vital for the brand that every customer knows before they land, that a highly engaged and skilled team is preparing for their arrival. They know that they will be greeted warmly and welcomed into luxurious and tastefully appointed accommodations with service and safety-minded team culture. They will be able to relax with the knowledge that everyone around them is passionate about more than merely meeting expectations; it’s about setting the bar and performing to the highest standards.



FRANKLIN MOUNTAIN INVESTMENTS

# 6.3 Aeronautical Products, Facilities & Services to be Offered

FBO Brand: Million Air

### Scope of Services

Million Air facility and service offerings are designed to fit our product and service standards and the minimum standards of the Million Air brand. To create an "Exceptional Facility" for general aviation customers we focus attention to the service standards, passenger's lounge, VIP Center, pilot's lounge, restrooms, ramp and street side appearance, ground service equipment and front desk. Listed over the next few pages is an overview of capabilities and strength in delivering a comprehensive offering.

- **Aircraft Refueling for 100 Low Lead AvGas, Jet A & Related Services**
- **Ground Handling, Fueling and Servicing of Aircraft**
- **Aircraft Parking, Storage and Ramp Assistance**
- **Assistance to Disabled Aircraft**
- **Aircraft Maintenance**
- **Ground Transportation**
- **General Aviation Terminal and Hangar Facilities**
- **Recording and Collecting Fuel Flowage Fees**
- **UNICOM, AIRINC and in-house Radio Service**
- **Fuel Farm Management**
- **Aircraft Catering Services**
- **Sales and Servicing of Aircraft Oil and Lubricants**
- **Compressed Air and Oxygen Services**
- **Ground Power Services**
- **Battery Recharging Services**
- **Aircraft Lavatory Services**
- **Flight Planning Support Services**
- **Facility Space Rentals (Hangar and Office)**
- **Hazardous Waste Collection and Proper Disposal**
- **Aircraft Cleaning/Detailing**
- **Coffee, Water, Ice and Newspapers**
- **Ground Handling up to B757**
- **Baggage Handling**
- **Services to Airlines and Large Charter Flights**
- **Ground Equipment Maintenance**

# 6.3 Aeronautical Products, Facilities & Services to be Offered

FBO Brand: Million Air

### Pilot and Crew Services

- Courtesy Cars (provided by Million Air network)
- Million Air Logo Courtesy Sprinter Van (provided by Million Air network)
- Weather and Flight Planning Room
- Pilot and Crew Sleep Quarters and Lounges
- Pilot Supplies and Accessories

### Trip Support Services

- Provide Access to Route Weather or Flight Planning Resources
- Provide Access to Passenger Weather Resources
- In-house and in-flight Catering
- Concierge services including but not limited to hotel, car service, taxi or rentals

### Facility, Air Crew and Passenger Access, Safety and Security Technology

- 24 Hour Security of Premises Through Security Surveillance System
- Controlled Access of All Ramp Entrances
- Safety Monitored Employee and Passenger Parking Lots
- Complex wide Wi-Fi technology

### Management Administrative Services for Airport Support and Commitment

- Properly Staff, Train and Certify FBO Personnel for Safe and Efficient Operations of All Aspects of FBO and Fuel Farm Operations
- Operate and Manage the Fuel Farm to Include All Current Products
- Manage All Property and Equipment Inventories
- Operate and Support the Airport Ramp Areas Outside of the FBO Ramp
- General Maintenance and Upkeep of Maintenance Facilities and Hangars
- Collection, Management and Keeping of Revenues and Budgets
- Develop Pricing Strategies, Rates and Marketing Plans
- Negotiate and Manage all Third Party Support Service Contracts
- Manage, Oversee and Enforce Compliance with Third Party Contracts Concessionaries, Licensees, Permittees, etc.
- Attend Meetings and Conferences with Government Agencies, Authority Board Meetings et. al.

5.3 Company Information

6.2 References

6.3 Aeronautical Products, Facilities and Services to be Offered

**6.4 Concept Plan of Proposed Improvements**

6.5 Business and Marketing Plan

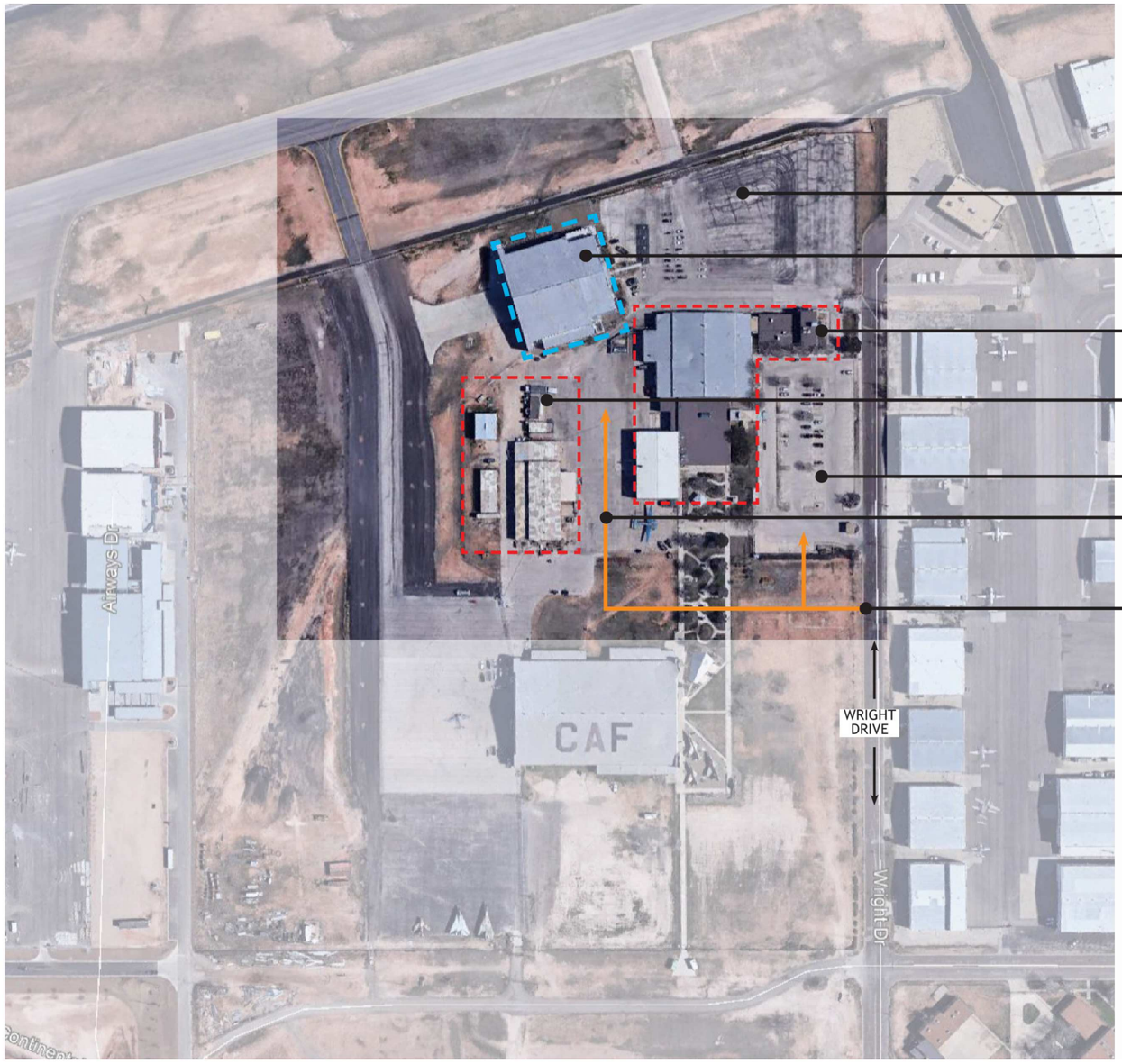
Additional Information: Design Team



FRANKLIN MOUNTAIN INVESTMENTS

# Site Demolition Plan

RFP Submission - Midland, Texas






PACKET
21.82
March 28, 2023

# New Site Plan - Option 1

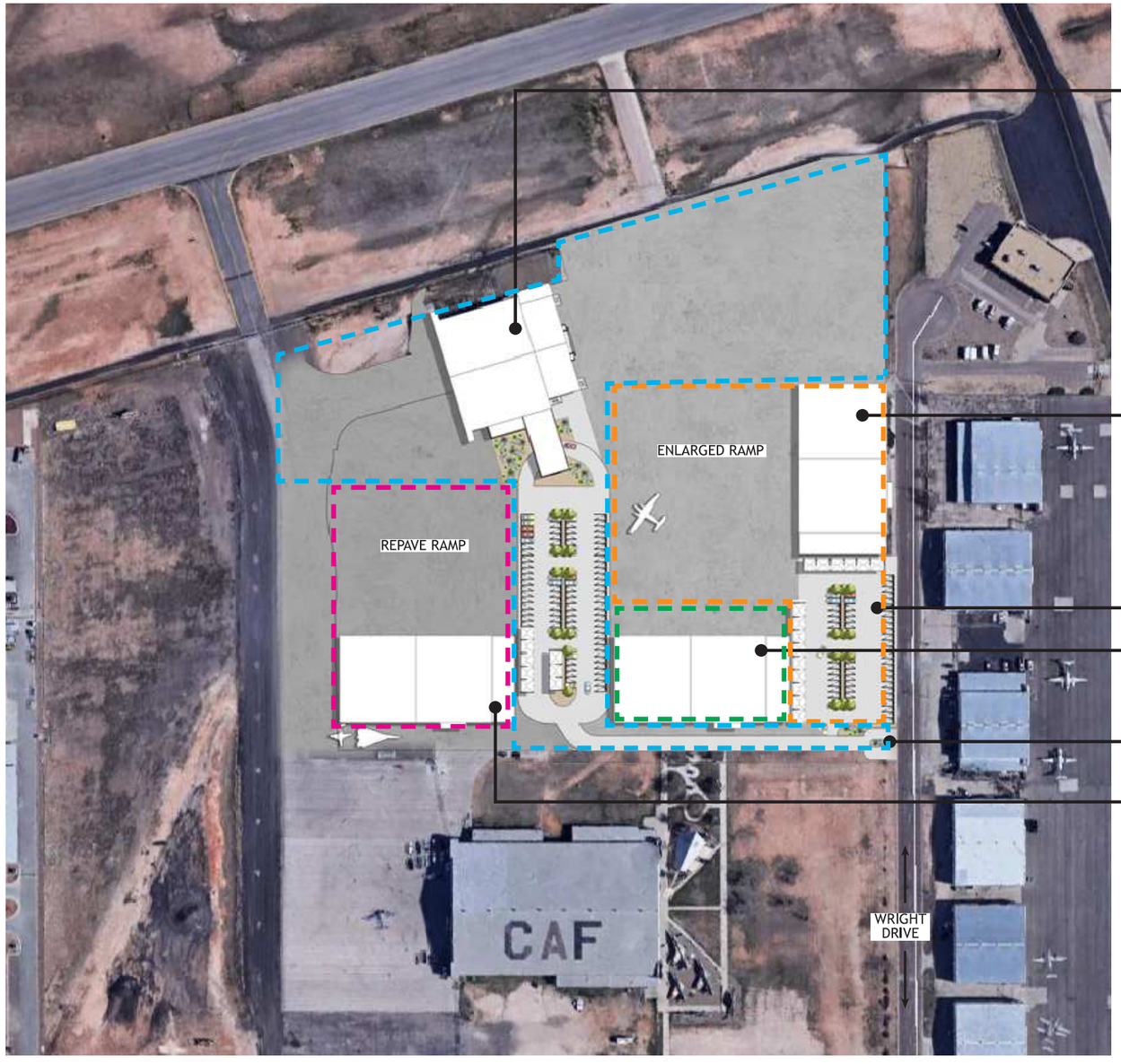
RFP Submission - Midland, Texas

PHASE 1

PHASE 2

PHASE 3

PHASE 4




PHASE 1: HANGAR A RENOVATION AND EXPANSION WITH PORT-COCHERE

PHASE 2: NEW HANGAR B
30,000 SF HANGAR
3,800 SF OFFICE

HANGAR B AND C PARKING

PHASE 3: NEW HANGAR C
30,000 SF HANGAR
3,800 SF OFFICE

NEW FBO ACCESS FROM WRIGHT DRIVE + FBO PARKING

PHASE 4: NEW HANGAR D
30,000 SF HANGAR
3,800 SF OFFICE



PACKET
21.83
March 28, 2023

# New Site Plan - Option 2

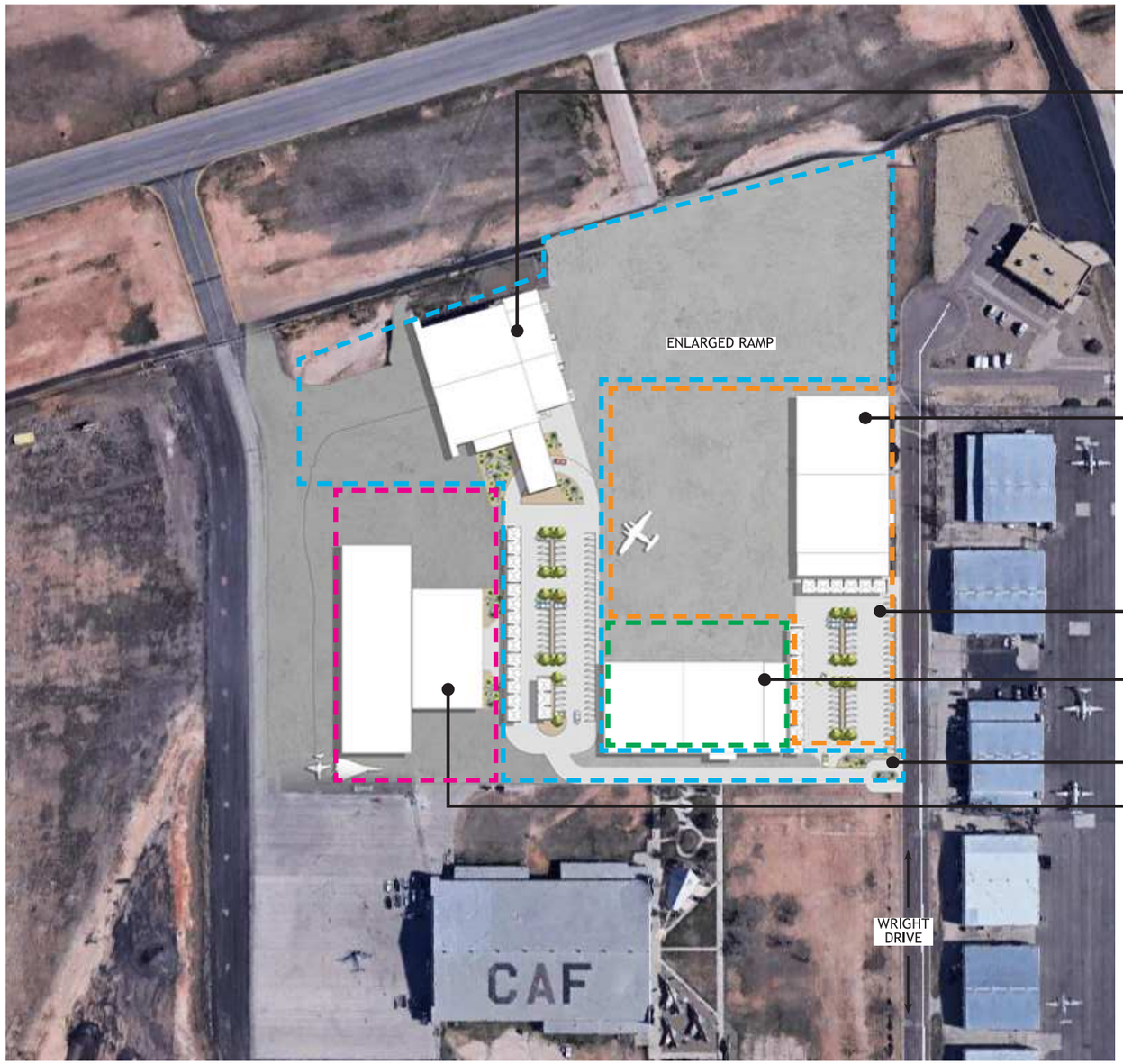
RFP Submission - Midland, Texas

PHASE 1

PHASE 2

PHASE 3

PHASE 4




PHASE 1: HANGAR A RENOVATION AND EXPANSION WITH PORT-COCHERE

PHASE 2: NEW HANGAR B
30,000 SF HANGAR
3,800 SF OFFICE

SUPPORT PARKING

FUTURE HANGAR OR RESEARCH CENTER

NEW FBO ACCESS FROM WRIGHT DRIVE + FBO PARKING

NEW HIGH SPEED RESEARCH CENTER + RESEARCH OFFICES



PACKET
21.84
March 28, 2023

# Campus Aerial Perspective

RFP Submission - Midland, Texas





PACKET
21.85
March 28, 2023

# Hangar A Perspective

RFP Submission - Midland, Texas





PACKET
21.86
March 28, 2023

5.3 Company Information

6.2 References

6.3 Aeronautical Products, Facilities and Services to be Offered

6.4 Concept Plan of Proposed Improvements

**6.5 Business and Marketing Plan**

Additional Information: Design Team



FRANKLIN MOUNTAIN INVESTMENTS

# 6.5.1. Operations Plan

FBO Brand: Million Air

## Scope of Services

- Aircraft Refueling for 100 Low Lead AvGas, Jet A and Related Services
- Ground Handling and Servicing of Aircraft
- Aircraft Parking, Storage and Ramp Assistance
- Assistance to Disabled Aircraft
- Aircraft Maintenance
- Ground Transportation
- General Aviation Terminal and Hangar Facilities
- Recording and Collecting Fuel Flowage Fees
- AIRINC and in-house Radio Service
- Aircraft Catering Services
- Sales and Servicing of Aircraft Oil and Lubricants
- Compressed Air and Oxygen Services
- Ground Power Services
- Battery Recharging Services
- Aircraft Lavatory Services
- Flight Planning Support Services
- Facility Space Rentals
- Hazardous Waste Collection and Proper Disposal
- Aircraft Cleaning/Detailing
- Coffee, Water, Ice and Newspapers
- Baggage Handling
- Services to Airlines and Large Charter Flights
- Ground Support Equipment Maintenance








## Pilot and Crew Services

- Energy Efficient Luxury Crew Cars (provided by Million Air network)
- Million Air Branded Courtesy Van (provided by Million Air network)
- Weather and Flight Planning Room
- Pilot and Crew Sleep Quarters and Lounges



## Trip Support Services

- Provide Access to Route Weather or Flight Planning Resources
- Provide Access to Passenger Weather Resources
- In-house and in-flight Catering
- Concierge services including hotel, car service, taxi or rentals





FRANKLIN MOUNTAIN INVESTMENTS

## Facility, Air Crew and Passenger Access, Safety and Security Technology

- 24-Hour Security of Premises Through Security Surveillance System
- Controlled Access of All Ramp Entrances
- Safety Monitored Employee and Passenger Parking Lots
- Complex wide Wi-Fi technology

## Management Administrative Services

- Management and Submission of Payment and Reporting History
- Properly Staff, Train, and Certify FBO Personnel for Safe and Efficient Operations of All Aspects of FBO and Fuel Farm Operations
- Operate and Manage the Fueling Operations to Include All Current Products
- Manage All Property and Equipment Inventories
- Operate and Support the Airport Ramp Areas Outside of the FBO Ramp
- General Maintenance and Upkeep of Maintenance Facilities and Hangars
- Collection, Management, and Keeping of Revenues and Budgets
- Develop Pricing Strategies, Rates, and Programs that Create Value for Customers
- Negotiate and Manage all Third-Party Support Service Contracts
- Manage, Oversee, and Enforce Compliance with Third Party Contracts Concessionaries, Licensees, Permittees, etc.
- Attend Meetings and Conferences with Government Agencies, Authority Board Meetings et. al.
- Maintain and will accurately monitor and record fuel flowage and parking at its FBO facilities to ensure fees are paid to the Airport in an accurate and timely manner.



# 6.5.1. Operations Plan

FBO Brand: Million Air

## FBO Services and Amenities

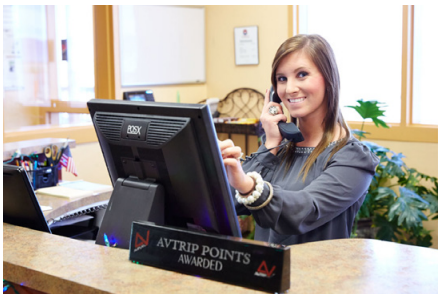
### Lounge

- Starbucks Café
- Elegant Seating for Passengers
- Workstations with Computers and Internet Access
- Million Air Television Network
- Large Screen Televisions in Passenger Lobby



### Million Air's Hospitality self-serve Café offering Drinks and Snacks

- Million Air policy for NO vending machines
- Tenants and Employees included




### Concierge Services

- Hotel Reservation Services
- Porter Service
- Tourist Information Services
- Customs and Immigration in or near FBO



### Executive Business Center

- Featuring Business Services Such as Wireless Internet, Computer, Fax, Copy and Printing Business Services



### Elegantly Appointed Washrooms with Million Air Amenities

### Transportation Support Services

- Terminal Transportation
- Aircraft Ferry Services
- Processes to Perform Remote Boarding & Disembarking of Passengers Where Necessary
- Hertz Rental Car Onsite
- Executive Car Service
- Valet Parking for Customer Vehicles






FRANKLIN MOUNTAIN INVESTMENTS

## Million Air Technology Security System

### ENHANCED SAFETY AND SECURITY SYSTEMS

Million Air Midland will use innovative technology to provide safety, security, and mitigate risks using the most comprehensive and updated security and communications solutions available today. The updated security system will deliver a total solution for facilities' access control by controlling individual privileges, enrollment of guests with short-term access requirements, and includes the date and time stamp. Security plans will be provided to the Airport to provide facilities and procedures designed to prevent and deter persons and vehicles form unauthorized access to the AOA from and through any leasehold premises.



### VIDEO AND DIGITAL RECORDING

The system will include the latest technology and is web-enabled using a software-based design that allows for video storage and unlimited cameras.

### WIRELESS NETWORK / WIRELESS REFUELER SYSTEM

Wireless access for the facility and ramp includes wireless connectivity for refueler systems that can communicate to provide fuel sales data to the reservations and POS software system.

All FBO employees will be badged and will conspicuously display their valid Authority-issued security badges at all times, as per Midland's security requirements. FBO and apron access control will use both visual security-based access and authorized employee biometric access points.

Million Air will abide by all airfield and other security-related requirements at Midland International Air and Space Port Airport. A full security plan will be developed and will not conflict with the airport security standards. Equipment installed will be aligned with the Authority's security plan for the Airport, including but not limited to fencing, cameras, magnetic locks, and card readers.



## Employee Training and Safety Records

The ability to recruit highly qualified employees is vital to an organization. Million Air's dynamic ownership, competitive salary, benefits packages, and flexible work schedules make Million Air an attractive company that candidates seek to enter or develop their careers in aviation. Million Air attracts and retains talented, energetic, and engaged employees.

Million Air maintains a "People First" philosophy, which makes training Million Air employees a top priority second only to hiring the right people. Million Air is committed to the brand standards of Quality, Service, and Safety at the forefront of our award-winning Million Air brand.

*The Million Air Culture Thrives because of The foundation of* ***Million Air's 4 Key Processes.***

***1st Key Process is Quality Selection Process. Hire the right person for the right job.***

We believe every person has talent. We recognize that the foundation of highly successful businesses is in the talent of its people. For us to build a talent-based organization, our employees are assessed during the application process and selected through our online assessment program, we call the Quality Selection Process (QSP). Million Air's QSP program evaluates prospective candidates through a validated and structured interview. We measure the desirable and spontaneous behavior of potential employees during the interview process to have insight into their natural talents. These measurements are then arranged in a performance graph of the necessary "themes" of each job. Employees are selected and placed in positions based on their natural talents. It was once said that "An organization needs a good idea and a good product or a good service. It certainly needs a good strategic plan. But more than anything, it needs good people."

***2nd Key Process is Company Orientation. Orientation and Onboarding engage, energize, and prepare every new hire.***

Before any employee begins their specific job training, they must attend Company Orientation, also known as Onboarding. Every new Million Air employee, regardless of their experience, must complete this Program, which is the indoctrination to the Million Air culture. This orientation focuses on the Million Air Gold Standards. It introduces new employees to the Million Air Gold Standards, the Million Air Credo, Motto, 20 Basics, Employee Promise, and Three Steps of Service. For a talented employee to be successful in their job, it must be defined so that the service bar and the expectations are set and known by all.

***3rd Key Process is Job Certification and is the foundation of essential job training through Million Air University Programs and is critical for maintaining a robust service, safety, and company brand standard.***

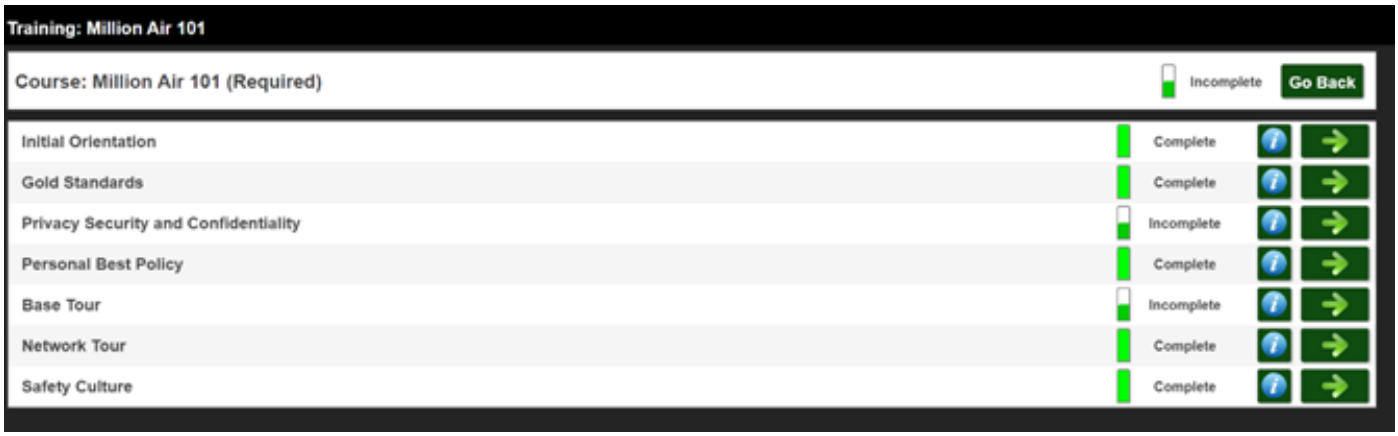
Following orientation is the start of 21 days (or more) of on-the-job training designed to help the new employee master the procedures of their specific job. At this time, the new employee receives training appropriate to their position and the tools they need to return on "Day 21". On this day, they are tested for successful completion of their specific job training and the Million Air culture.

Million Air University's training programs include four in-house customized training systems and on the job training.

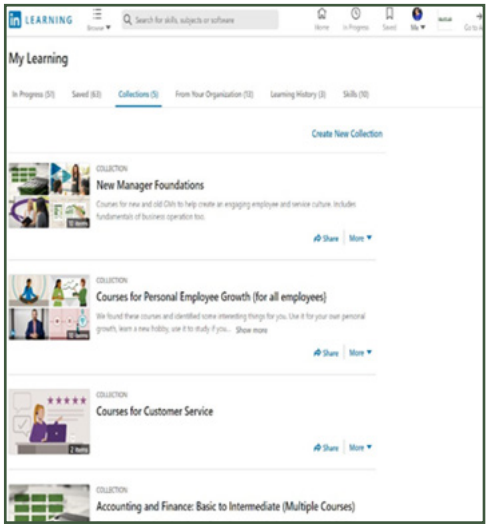
Million Air requires every FBO to utilize and continuously maintain the **NATA Safety 1st Professional Line Service Training (PLST) Program** for 100% of applicable employees. The Program provides the information, direction, and organization necessary to make training objectives simple and straightforward for personnel working in the general aviation industry. The PLST Program assigns each Line Service Technician ten (10) modules covering the different aspects of the job. Those sections are Introduction and Ground Servicing, Safety, Refueling Piston Aircraft, Refueling Turboprop Aircraft, Refueling Jet Aircraft, Towing, Fuel Farm Management, Customer Service, Fire Safety (FAR139.321), and Aviation Security.

Million Air combines the industry standard of NATA's Safety 1st PLST program with a comprehensive online training and records management system created and proprietary to Million Air. The **Million Air Learning Management System (LMS)** provides guided online training courses, modules, and comprehensive training records control that included initial training, annual recurrent training, and remedial training.

MILLION AIR LEARNING MANAGEMENT SYSTEM (LMS)




Million Air also supplements employee training outside of specific job training to help employees enhance customer service skills, sales, transitioning supervisor and manager preparation training, senior leadership development, and much more using Million Air designed guided learning paths created and delivered uniquely by **LinkedIn Learning.** Our corporate provided membership gives every employee modules that are required as well as the freedom to pursue other growth and develop should the employee choose to learn more. This makes Million Air an outstanding company for prospective candidates.




**Other programs developed and taught by Million Air University:**

***"Million Air Legendary Customer Service."*** This initial training program is designed for all employees, from janitorial services to CEOs.

***"Initial Leadership Orientation."*** This Program was developed for lead managers and covers six (6) categories, which include an Introduction to Leadership, Building a Talent Based Orientation, Total Quality Leadership, Developing Your Local Orientation Program, Keys Factors for Profit and Growth, and a Closing Day Round Table discussion.

***4th Key Process is Living the Million Air Brand.***

Million Air's *4th and final "4 Key Process"* is "Living the Million Air Brand." One of the most substantial challenges for any culture-based organization is accepting that even in the best-laid training and orientation programs, culture leaks. The Million Air culture is so vital to the success of our network that our processes are designed to ensure that employees stay engaged and invigorated. We call it "Living the Million Air Brand."

Every day, every employee in the Million Air network performs a "Daily Take Off." A Daily Take Off is a mini session by which a small group of employees huddle together to read a Million Air published document out loud and, in a group, featuring a story illustrating one of our 20 Basics. The purpose is to motivate, educate, inform, and remind employees of the service, safety, and results-oriented culture they represent.

The workforce will be filled as needed with candidates recruited from various sources such as local newspapers, online job sourcing sites, universities, and schools. Million Air's QSP will be used to help select the most qualified candidates. As required, existing Million Air employees will be deployed to Million Air Midland to assist in the transition.

New employee orientation programs and the 4 Key Processes will begin after the pre-employment background check, drug test, and airport I.D. process is complete. These programs will also include local airport security, safety, and quality control. All programs will conform to Federal, State, and Local Regulations as well as corporate requirements.

Million Air is committed to Safety, Quality, and Customer Satisfaction. Million Air's Safety and Training programs will help to ensure that the employees perform safely and professionally. Safety and Training are taken very seriously at all levels throughout Million Air's organization. Local management is responsible for the administration of the Safety and Training programs developed by Million Air's Headquarters and is administered and monitored regularly to ensure that every employee is fully aware of both Government Rules and Regulations as well as Million Air's policies and procedures.

Million Air recognizes the importance of providing quality services to our customers and prides itself on having a comprehensive quality management program that is used throughout our network of FBOs.

Following are some of the essential aspects of the Million Air Quality Management System:

- Safety is our first priority
- Stress preventive instead of corrective action, and zero-defect processes from the start
- Staff is trained, competent, and qualified to fulfill all tasks required
- Employees possess a commitment to quality and safety
- Employees recognize that any recipient of their service is their customer, internal or external
- Safety operations are continuously monitored and improved for enhancement
- We measure quality targets through Key Performance Indicators such as on-time performance, incidents, workers' compensation claims, etc.

By adhering to the Quality Management System, Million Air can ensure a quality product to customers. Million Air recognizes that safety and the quality of the products and service come first. Million Air's comprehensive training program helps to meet the safety and quality goals.

The Safety and Training of personnel will follow the training schedules created by Million Air. The Safety and Training program will be the responsibility of Jennifer Gomes, Executive Vice President of FBO Operations and John Bridi, on site Transition General Manager and other individuals from within the local training and safety group that report to the Executive Vice President of FBO Operations.

Initial training also begins with administrative documentation to include company and corporate indoctrination. New employees will receive personal safety equipment, uniforms, and other equipment necessary to complete the task safely and efficiently. Before starting specific job training, each employee is assigned a permanent Training Record that is used to document all initial and recurrent training. This Training Record will be kept online in the Million Air LMS and available for inspection at any time. The FBO will form a local safety committee, including the general manager, to meet monthly to discuss and help resolve safety and training issues.

## Facility and Grounds Upkeep and Maintenance

Million Air has a proven preventative maintenance program keeping our annual costs on average at 2% of our total revenues. Million Air Midland has been budgeted using the same programs and methodology with an annual CPI increase of 3%.

All facilities and aprons will be new construction covered by our General Contractors warranties and manufacturer warranties on all mechanical, electrical, and plumbing (MEP) equipment. We adhere to manufacturers' recommended preventative maintenance schedules. In addition to our in-house Facility Manager and Ground Support Equipment (GSE) Mechanic, we utilize manufacturer authorized service technicians to perform preventative and major maintenance.

The Facility Manager will be responsible for the repairs and maintenance of the leasehold facilities, including but not limited to FBO, GSE Facility, apron, and vehicle parking lot. The maintenance program will include but is not limited to scheduled maintenance and repairs to mechanical, electrical, and other equipment. Also, the Program will provide custodial and trash removal services, as well as routine maintenance services on a quarterly inspection basis using 3rd party service providers.

Landscaping will be managed with a 3rd party provider to include grounds maintenance; weed control both airside and street side, landscape management both airside and street, as well as pest control.

Million Air Midland's GSE will be new equipment covered by manufacturers' warranties. Each piece of equipment is delivered with a detailed preventative maintenance program. Daily, weekly, monthly, quarterly, and annual inspections guarantee each piece of equipment is maintained to the manufacturer's specifications reducing our financial exposure to excessive repair or replacement costs. Our GSE Mechanic is responsible for managing the preventative maintenance schedule and coordinating repairs quickly to reduce operation interruptions. Replacement and upgrades for equipment will be on an as-needed basis, not to exceed five (5) years of life expectancy.

As a part of Million Air's ongoing budget management, the local, regional, and senior management teams will oversee all maintenance, repairs and care for the Million Air Midland campus and will adjust budgets as need to keep the operations and facility in top condition.



## NATA-BASIC SAFETY, SECURITY & SERVICE COURSES

**Course # / Title** **B001 – Introduction to General & Business Aviation**

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|---|---|
| Description | What is general and business aviation, and how does it differ from the airline environment most of us are used to? B001 answers these questions and more by exploring business and general aviation aircraft types and missions, and also shines a light on the national and global economic impact that business and general aviation provides. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 10 Minutes |
| Recurrency | None- B001 will remain current as long as your user profile remains active. |

**Course # / Title** **B002 – The Language of Aviation**

| | |
|---|---|
| Description | Aviation, like many other industries, has a language all its own. In order to be successful in the aviation industry, you must be able to effectively speak the language. B002 covers the language essentials you need by reviewing the phonetic alphabet, 24-hour clock, and UTC time, along with the common terms and acronyms used in business and general aviation. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 20 Minutes |
| Recurrency | None- B002 will remain current as long as your user profile remains active. |

**Course # / Title** **B003 – Aircraft Terminology**

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|---|---|
| Description | Ever wonder why aircraft are equipped with different colored lights? Or what the difference between an aileron and an elevator was? Regardless of your role at an airport, knowing the answers to these questions and being familiar with the basic components of fixed-wing aircraft is essential. B003 covers these topics along with directional terminology and other concepts that are fundamental to the safe and efficient servicing of aircraft. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 20 Minutes |
| Recurrency | 36 Months |

**Course # / Title** **B004 – Introduction to Ground Handling Operators**

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|---|---|
| Description | Ground handling operations can take many different forms. B004 introduces FBO's, BAHA's, Supervisory Agents, and others to give you a better understanding of the various ground handling operations that exist around the world. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 10 Minutes |
| Recurrency | None- B004 will remain current as long as your user profile remains active. |

**Course # / Title** **B005 – Role of a Line Service Specialist**

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|---|---|
| Description | Line Service Specialists play a vital role in the provision of ground handling services. B005 reviews the essential services that Line Service Specialists provide and the important role they serve in the business and general aviation industry. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 10 Minutes |
| Recurrency | None- B005 will remain current as long as your user profile remains active. |

**Course # / Title** **B006 – Basic Airport and Apron Safety**

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|---|---|
| Description | An airport apron can be a very hazardous work environment. Working on the apron requires knowledge and vigilance to remain safe. B006 reviews the primary ramp hazards, mitigations, and specific personal safety precautions you need to ensure your safety and the safety of others. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **B007a – Airport Security Awareness**

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|---|---|
| Description | Airport security is vital to the safety of flight operations and to the future of our industry. B007a provides an overview of the major security threats to airports, airport security controls, and general security processes. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 20 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **B007b – Specific Airport Security**

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|---|---|
| Description | Knowing the specific security features of your airport is vital. B007b provides an overview of the security features that are found at most airports to give you a better understanding of those that apply to yours. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

## LINE SERVICE FUNDAMENTALS COURSES

**Course # / Title** **L001 – Aircraft Marshalling**

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|---|---|
| Description | Poor or complacent execution of marshalling tasks can make an unfavorable impression or even lead to expensive aircraft damages. L001 teaches the internationally recognized hand signals that flight crews know and depend on for safe aircraft marshalling. It also covers the most common errors marshaller's make and provides the necessary information you need to ensure accuracy and professionalism with every marshalling operation. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 35 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L002 – Wing-Walking**

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|---|---|
| Description | Wing walking – ensuring aircraft clearances during towing, taxiing, and marshalling – is often considered to be a simple and obvious task. Despite this fact, or maybe because of it, countless hangar rash and ground handling incidents have occurred because the importance of properly trained wing-walkers was underestimated. L002 provides the foundation needed to be an effective and safe wing-walker by focusing on roles and responsibilities, communication, and the importance of vigilance while wing-walking. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 5 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L003 – Apron Operations Management**

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|---|---|
| Description | Preventing damage to the aircraft entrusted to your care is absolutely essential to the success of you and your company. L003 identifies common errors and workplace attitudes that lead to damaged aircraft and unsafe apron operations. You'll also be introduced to the 50/10 rule, FOD prevention, and other concepts that are vital to reducing the risk of aircraft damage on your apron. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L004 – Lavatory Servicing**

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|---|---|
| Description | While admittedly not the most glamorous job in aviation, aircraft lavatory servicing is a necessary service your customers rely on. L004 provides instructions on how to safely service aircraft lavatory systems and properly dispose of collected waste. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L005 – Potable Water Servicing**

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|---|---|
| Description | Did you know that potable water equipment is subject to the same regulations that govern food service equipment? Providing clean drinking water for human consumption onboard aircraft requires demanding attention to cleanliness and aircraft fill procedures. L005 addresses these topics and more. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 5 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L006 – Aircraft Windshield Servicing**

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|---|---|
| Description | The cost of a windshield replacement for today's business jets can run upwards of a $100,000 and take an aircraft out of service for at least a week. L006 will introduce you to the required materials and proper procedures for cleaning aircraft windshields (transparencies). For example, what is the difference between polycarbonate and stretched acrylic transparencies? How does NESA or "coated glass" work? Learn the proper procedures and other factors required to manage these specialized surfaces for customer satisfaction. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L007 – Driving on The Airport**

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|---|---|
| Description | Driving on the airport is a major responsibility. It requires a thorough knowledge of traffic patterns, right of way rules, and airport signs and markings. L007 covers these topics and more to provide a foundation for safe vehicle operations in the airport environment. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L008 – Ground Power Units**

| | |
|---|---|
| Description | Improper operation of a GPU can lead to extensive damage of aircraft electrical systems, the GPU, or even injury to the operator. L008 covers the basic operational procedures you need to know to protect aircraft, equipment, and yourself. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **L009 – Aircraft Oxygen Servicing**

| | |
|---|---|
| Description | Did you know that oxygen is an accelerant that aids in combustion? Or, that pressurized oxygen can spontaneously combust if mixed with hydrocarbons? In L009, you'll learn these and other oxygen characteristics that are critical to the safe servicing of aircraft oxygen systems. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

## FUEL AND OIL SERVICING COURSES

**Course # / Title** **F001 – Piston Engine Oil Servicing**

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|---|---|
| Description | With so many different types, categories, and grades of aviation piston engine oils, there is a lot more to piston engine oil servicing than you may think! In F001, we take an in-depth look at the differences between spark-ignition and compression-ignition piston engines, the various oils used with each, and how to properly perform an aviation piston engine oil servicing. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **F002 – Turbine Engine Oil Servicing**

| | |
|---|---|
| Description | Did you know that oil requirements for turbine engines are so specific that it matters down to the exact brand of oil that is used? In F002, you'll learn how to safely and accurately fulfill turbine engine oil requests, for the safety of flight and customer satisfaction. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **F003 – Aviation Fuel Basics**

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|---|---|
| Description | Obviously, fuel is flammable, but did you know that just how flammable fuel is depends directly on its flashpoint? Or, that there are at least four grades of commercially available Avgas and three grades of commercially available jet fuel? In F003, we'll cover these topics and more to provide you with the fundamental knowledge of the aviation fuels you're likely to handle every day. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **F004 – Mobile Refueler Familiarization**

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|---|---|
| Description | Mobile refuelers (fuel trucks) fuel trucks are comprised of dozens of components, each serving a specific function to ensure aircraft are refueled safely with the highest quality fuel. In F004, we will cover the refueling system components you need to have a working knowledge of, and the fuel truck driving principles that will keep you safe. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **F005 – Misfueling Prevention**

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|---|---|
| Description | Unfortunately, the misfueling of aircraft is a reality that exists in our industry. Worse yet is the fact that every misfueling is 100% preventable. In F005, you will learn exactly what happens when the wrong type or grade of fuel is delivered to an aircraft, and the tragic consequences that occur as a result. Fortunately, you'll also learn the steps and procedures that, if followed, can prevent another misfueling from ever occurring again. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 20 Minutes |
| Recurrency | 12 Months |

**Course # / Title** **F006 – Over-Wing Refueling**

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|---|---|
| Description | Over-wing refueling is the most common refueling method in general aviation. From personal protective equipment to refueling hazards and hose and nozzle positioning, F006 covers the concepts and details you need to know to safely deliver Avgas and jet fuel over the wing. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **F007 – Single-Point Refueling**

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|---|---|
| Description | The single-point method is the most efficient means of delivering jet fuel to turbine aircraft, but also requires specialized knowledge. From fuel panels and control switches to FSII injection systems and mass to volume conversions, F007 covers the single-point refueling concepts you need to know. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **F008 – DEF Contamination Prevention**

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|---|---|
| Description | The issue of DEF contamination of Jet fuel is a very real threat to the safety of flight. F008 covers the purpose and function of DEF, the identified contamination risk, the effects contamination has on aircraft, and the mitigations necessary to reduce the potential for DEF contamination. |
| Components | Lesson, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 12 Months |

## FUEL AND FIRE SAFETY COURSES

**Course # / Title** **FFS001 – Introduction to Fire Safety**

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|---|---|
| Description | From flashpoint to flammability range and autoignition temperature to the heat of combustion, FFS001 covers the characteristics of Avgas and jet fuel that are critical to fire safety. In addition, you'll learn the key regulatory and training requirements for personnel handling aviation fuel under 14 CFR Part 139.321. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **FFS002 – Recognizing Fires and Extinguishing Agents**

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|---|---|
| Description | FFS002 explores the fire tetrahedron, and the extinguishing agents used to fight different classes of fires. Having a thorough working knowledge of these essential topics is critical to the safety of any fuel handling operation. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **FFS003 – Fighting Fires**

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|---|---|
| Description | When faced with fire you only have seconds to decide if you should you attempt to fight it or flee the area and call in the professionals. FFS003 identifies the key factors to consider in those critical seconds and relays best practices for fighting fires with portable fire extinguishers. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **FFS004 – Minimizing Fire Risk**
Description: Being prepared to fight fires and knowing how to minimize fire risk are the keys to fire safety. In FFS004 you'll learn the many steps you can take to reduce the potential for fires to occur in the first place.
Components: Lesson and Online Exam
Est. Completion Time: 15 Minutes
Recurrency: 24 Months

**Course # / Title** ***FFS005 – Hands-On Fire Extinguisher Training**
Description: FFS005 details the hands-on training requirements as defined in Advisory Circular (AC) 150/5230-4B, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports.
**The Lesson in FFS005 is simply a PDF document which needs to be reviewed. Actual hands-on fire extinguisher training must be obtained from the fire department or another qualified source.*
Components: Lesson and OJT
Est. Completion Time: Determined Locally
Recurrency: 24 Months

**Course # / Title** ***FFS006 – Local Codes and Regulations**
Description: Fuel servicing supervisors at Part 139 certificated airports have a responsibility to determine the fire code(s) that appropriately govern their airport. FFS006 outlines this requirement and provides information on where to obtain local fire code briefings.
**The Lesson in FFS006 is simply a PDF document which needs to be reviewed.*
Components: Lesson and OJT
Est. Completion Time: Determined Locally
Recurrency: 24 Months

## FUEL QUALITY CONTROL COURSES

**Course # / Title** **Q001 – Quality Control in Aviation Fuels**
Description: This course provides the beginning look at the vital functions of Aviation Fuel Quality Control, or QC. Starting with the supply chain and how fuel moves from the refinery to the wingtip, Q001 introduces the contaminants that threaten fuel quality, their common sources, and the hazards fuel contamination pose to both the safety of flight and refueling equipment.
Components: Lesson, Online Exam, and OJT
Est. Completion Time: 25 Minutes
Recurrency: 24 Months

**Course # / Title** **Q002 - QC Record Keeping and Documentation**
Description: From trend analysis to audits and accident investigations, record keeping, and documentation is critical to fuel quality control and Q002 covers what you need to know. Whether your facility uses the old-fashioned paper and pen method, or NATA's digital Fuel Quality Management System (FQMS), Q002 is a must take course for anyone involved with aviation fuel QC.
Components: Lesson, Online Exam, and OJT
Est. Completion Time: 10 Minutes
Recurrency: 24 Months

**Course # / Title** **Q003 - The White Bucket Test**
Description: While simple to perform, there are important concepts to know for achieving accurate results with white bucket testing. For example, knowing the volume of the drain line where samples are taken from, or the difference in procedures for collecting tank samples versus filter samples. Q003 addresses these topics and more to provide the knowledge needed for accurately performing the white bucket test.
Components: Lesson, Online Exam, OJT, and Practical Exam
Est. Completion Time: 15 Minutes
Recurrency: 24 Months

**Course # / Title** **Q004 - The API Gravity Test**
Description: This course takes an in-depth look at the concepts, equipment, and procedures you need to be familiar with when it comes to API gravity testing. More than just a step by step, or "how-to," Q004 explains what API gravity is, why it's important, and what the results achieved tell you about the fuel being tested. Whether you've never performed an API gravity test, or have been doing them for years, this course is sure to leave you better informed!
Components: Lesson, Online Exam, OJT, and Practical Exam
Est. Completion Time: 15 Minutes
Recurrency: 24 Months

**Course # / Title** **Q005 - The Free Water Test**

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|---|---|
| Description | Do you know the maximum allowable concentration of free water downstream of filtration? Or that jet fuel can contain free water that is undetectable to the human eye? Q005 addresses these topics and more by covering the why, where, and when of free water testing, along with the procedures used with the most common detection kits available today. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **Q006 - The Filter Membrane Test**

| | |
|---|---|
| Description | The filter membrane test, also known as the Millipore test, is one of the most commonly misunderstood tests in aviation fuel QC. Q006 aims to correct that by providing in-depth instruction on not only the purpose and procedures used with testing, but also what the results achieved are actually telling you (and what to be concerned about!). |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 35 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **Q007 - Receipt of Fuel**

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|---|---|
| Description | Receiving a load of aviation fuel is a significant responsibility. Q007 covers what you need to know to ensure that fuel received into airport storage is done so safely and that only quality product makes its way into your tanks. From preventing tank over-fill, to verifying shipping documents and quality control testing, this course is essential for anyone tasked with receiving fuel via transport truck. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 35 Minutes |
| Recurrency | 24 Months |

## CUSTOMER SERVICE AND COMMUNICATION COURSES

**Course # / Title** **S001 – Role of a Customer Service Representative (CSR)**

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|---|---|
| Description | Ask anyone in business and general aviation what they think are the roles and responsibilities of a CSR. The answers will be as different as the skillsets required to be a successful CSR.<br>This course will explore the over-arching role of the CSR and the two most vital skillsets required for success in any ground services organization. Areas of responsibilities from welcoming and appearance to business transactions and CSR limitations are reviewed. On and off airport details are not left out and safety over expediency is stressed to avoid unintended consequences. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 10 Minutes |
| Recurrency | None- S001 will remain current as long as your user profile remains active. |

**Course # / Title** **S002 – Effective Communication**

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|---|---|
| Description | Everyone has the desire to be an effective communicator. However, it takes knowledge and practice to be skillful in varied situations. This course looks into aviation service scenarios where the five skills of an effective communicator will always prevail. Also learn how professional efforts in greetings and appearances project confidence in your company with customers. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **S003 – Radio Communication Procedures**

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|---|---|
| Description | Don't be intimidated to talk on any aviation radio! Let this course unravel the similarities and differences between Unicom and ARINC/ANSI communications. Learn standard aviation radio phraseology.<br>Experience how actual situations with ground operations, airport personnel and airborne aircraft are handled. Be there for a medical emergency unfolding, help direct a business jet to its destination on the airport, and get tips to increase knowledge and proficiency. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 10 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **S004 – Conflict Resolution**

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|---|---|
| Description | The complexity and volume of fast paced ground services will eventually give rise to issues in any organization. Issues can quickly escalate and result in lost customer relationships. Learn how conflict is an opportunity to make a loyal customer. See how anger and disappointment are handled in a process that allows employees to stop frustration and achieve a great outcome. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

## SAFETY MANAGEMENT SYSTEM COURSES

**Course # / Title** **SMS001 – Introduction to Safety Management Systems**

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|---|---|
| Description | The modern safety era has evolved to include Safety Management Systems or SMS as a basis for improving safety at the organizational level. In this introductory course, students will learn about the evolution of aviation safety, the core components of SMS, and the role they play in ensuring the success of their organization's SMS. |
| Components | Lesson, Online Exam, and OJT |
| Est. Completion Time | 20 Minutes |
| Recurrency | 24 Months |

## SUPPLEMENTARY GROUND HANDLING COURSES

**Course # / Title** **SGH001 – Introduction to De/Anti-Icing**

| | |
|---|---|
| Description | De/anti-icing is critical to safe aircraft departures in winter weather. In this introductory course, you'll learn the difference between deicing and anti-icing fluids, procedures for the safe operation of your deicing equipment, and best practices to effectively deice general and business aviation aircraft. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 30 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **SGH002 – Regulated Garbage**

| | |
|---|---|
| Description | This course will familiarize you with the definition and purpose of regulated garbage, and the procedures for disposing of the regulated garbage that is removed from aircraft. Additionally, you'll learn how to handle regulated garbage spills, and the training and compliance documentation you need to be familiar with. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **SGH003 – Hazmat-Will Not Carry**

| | |
|---|---|
| Description | This course will provide you an understanding of the definitions and terms related to hazardous materials and their applicable regulations and standards. Additionally, you will learn to identify the different classifications and markings associated with hazardous materials and how to recognize when hazardous materials may be undeclared. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

## SUPERVISORY COURSES

**Course # / Title** ***SPV001 – Supervision and Training Management**

| | |
|---|---|
| Description | SPV001 is designed for line service supervisors to sharpen their supervisory, leadership and training skills. In this course, you'll be introduced to the logistics of supervising a team, the various training and practical instruction methods used to develop teams, and training documentation.<br>** Currently, SPV001 is the only Supervisory course being offered, but look for additional courses as we continue to z grow and expand our content!* |
| Components | Lesson and Online Exam |
| Est. Completion Time | 35 Minutes |
| Recurrency | 24 Months |

## TOWING COURSES

**Course # / Title** **T001 – Aircraft Towing Basics**

| | |
|---|---|
| Description | The towing of aircraft with insufficient training has led to many ground accidents. In T001, you'll learn the fundamental safety inspections, pre-tow procedures, and aircraft movement essentials to help ensure your safety as well as the safety of your tow team and the aircraft you move. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 35 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **T002 – Tug and Towbar Towing**

| | |
|---|---|
| Description | T002 takes a deep dive into the specifics of moving aircraft with a tug and towbar. From towbar attachment \| angles down to the grade of bolts required on tug hitches, this course provides the comprehensive knowledge you need for the safe movement of aircraft. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 20 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **T003 – Towbarless Tug Towing**

| | |
|---|---|
| Description | Are you familiar with "Wing Growth" phenomenon? Did you know that the steering movements for pushing an aircraft backward with a towbarless tug are opposite that of when using a tug and towbar? In T002, you'll learn about these important concepts along with the capture component inspections and general capture procedures required for safe tow operations with towbarless tugs. |
| Components | Lesson, Online Exam, OJT, and Practical Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

## HEALTH AND SAFETY (OSHA) COURSES

**Course # / Title** **H001 – Hazard Communication**

| | |
|---|---|
| Description | H001 covers the risks of exposure to the chemicals in your workplace and how to protect yourself from them. You'll also learn how to read and use labels and Safety Data Sheets and understand the importance of following your employer's established protective measures. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H002 – Bloodborne Pathogens**

| | |
|---|---|
| Description | H002 provides the necessary information to recognize the hazards associated with occupational exposure to blood and body fluids. You'll also learn the necessary steps to prevent exposure to blood and body fluids and what to do if you are exposed to them. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H003 – Cold Stress**

| | |
|---|---|
| Description | In H003, you'll learn how to identify cold stress factors and explain how the body reacts to cold conditions. You'll also explore the injuries and illnesses caused by cold exposure and the measures necessary to prevent them. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H004 – Heat Stress**

| | |
|---|---|
| Description | After completing H004, you'll understand how the human body reacts to heat and how hot environments increase the likelihood of accidents. You'll also be able to identify heat-related illnesses and learn the basic preventative measures to reduce your risk of heat stress. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H005 – Ergonomics**

| | |
|---|---|
| Description | H005 defines ergonomics and identifies work activities that can lead to injury. You'll also be introduced to examples of ergonomic principles that can help reduce your risk of getting hurt at work. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H006 – Fall Protection**

| | |
|---|---|
| Description | After completing H006, you'll be able to recognize causes and risk factors for slips, trips, and falls and be able to identify safe practices in preventing them. You'll also explore the hazards and protections associated with stairs and ladders and be introduced to fall protection systems. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H007 – Fire Extinguishers**

| | |
|---|---|
| Description | In H007, you'll learn about the fire "tetrahedron," different classes of fires, and the types of extinguishers used to fight them. You'll also come away with the knowledge needed to determine if you should fight a fire and the skills required to do it successfully. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H008 – Fire Prevention and Evacuation**

| | |
|---|---|
| Description | H008 is designed to help you identify fire hazards in the workplace. You'll also be trained on the importance of knowing exit locations, fire alarms, and fire extinguishers, as well as what actions to take in the event of a fire. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H009 – Forklift Safety**

| | |
|---|---|
| Description | Did you know that there are more than 36,000 forklift injuries and 100 fatalities every year in the United States? H009 introduces you to basics of OSHA Standard 1910.178 and covers the topics you need to know for safely operating a powered industrial truck (forklift). |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H010 – Hearing Conservation**

| | |
|---|---|
| Description | H010 identifies the effects of noise on hearing and explore the important considerations in selecting the proper type of hearing protection. You'll also learn how to find and access additional information on hearing conservation. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H011 – Ladder Safety**

| | |
|---|---|
| Description | In H011, you'll learn about the hazards associated with using portable ladders and how to reduce their risk. Topics include fall protection systems, proper ladder use and max load carrying capacities. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H012 – Lockout/Tagout**

| | |
|---|---|
| Description | H012 is designed to familiarize you with the meaning of Lockout/Tagout, the various types of Lockout/Tagout systems used, and why they are so important. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 25 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **H013 – Machine Guarding**
Description H013 describes the hazards associated with particular machines and explores how safeguards provide protection against those hazards. You'll also learn about how, when, and by whom safeguards can be removed and what to do if they are found damaged, missing, or unable to provide adequate protection.
Components Lesson and Online Exam
Est. Completion Time 25 Minutes
Recurrency 24 Months

**Course # / Title** **H014 – Office Safety**
Description H014 will teach you to identify common safety hazards in the office which are caused by layout, furniture, and equipment. You'll also learn to recognize conditions which lead to electrical, fire, chemical, and health hazards, and how to take actions to eliminate office hazards.
Components Lesson and Online Exam
Est. Completion Time 25 Minutes
Recurrency 24 Months

**Course # / Title** **H015 – PPE**
Description In H015, you'll learn about the different types of personal protective equipment, how to assess the need for it, and how PPE is worn, removed, and maintained.
Components Lesson and Online Exam
Est. Completion Time 25 Minutes
Recurrency 24 Months

**Course # / Title** **H016 – Respiratory Protection**
Description In H016, you'll understand why respirators may be necessary and how, if improperly fit, used, or maintained, their protective effect can be compromised. You'll also be made aware of the limitations and capabilities of respirators, along with the general requirements of OSHA's Respiratory Protection Standard and other important respiratory protection topics.
Components Lesson and Online Exam
Est. Completion Time 25 Minutes
Recurrency 24 Months

## HUMAN FACTORS COURSES

**Note:** The human factors series was originally developed for Aviation Maintenance Technicians. They have been included in the Safety 1stTraining Center because the principles and concepts covered can be universally applied to all professions that have an impact on aviation safety.

**Course # / Title** **HF001 – Introduction to Human Factors**
Description In HF001 you'll learn the definition and elements of human factors, and why they are so important to aviation safety.
Components Lesson
Est. Completion Time 10 Minutes
Recurrency 24 Months

**Course # / Title** **HF002 – The PEAR Model**
Description HF002 introduces the PEAR model as a tool to help you understand the many concepts related to the science and practice of human factors.
Components Lesson and Online Exam
Est. Completion Time 10 Minutes
Recurrency 24 Months

**Course # / Title** **HF003 – Human Error and the Dirty Dozen**
Description HF003 defines the various types of errors related to human factors and introduces the "Dirty Dozen", or most common human factor errors that affect aviation safety.
Components Lesson and Online Exam
Est. Completion Time 25 Minutes
Recurrency 24 Months

**Course # / Title** **HF004 – Case Studies and Resources**

| | |
|---|---|
| Description | HF004 provides different case studies on aviation accidents and the human factor errors that caused them. You also will learn where to find good sources of information on human factors and how important you are in applying human factors training to safe outcomes. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 15 Minutes |
| Recurrency | 24 Months |

## AIRCRAFT FLIGHT COORDINATOR COURSES

**Course # / Title** **AFC001 – Intro to Flight Coordination**

| | |
|---|---|
| Description | Flight coordinators will learn how the online AFC training program is structured, preview the training topics, become familiar with the importance of the role and function of a flight coordinator, and gain an in-depth understanding of the four tenets of operational control. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 20 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **AFC002 – The National Airspace System**

| | |
|---|---|
| Description | Flight coordinators will gain a deep appreciation for operating in the National Airspace System and learn about the airspace, air traffic control, FAA air traffic management programs, flight planning, charts, and instrument approaches. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 60 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **AFC003 – Regulations and Requirements for AFCs**

| | |
|---|---|
| Description | AFC003 will cover rules and regulations, including a review of FARs Part 61, 91, 119, and 135 as well as Operations Specifications that all flight coordinators need to know and understand. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 60 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **AFC004 – Aviation Weather for AFCs**

| | |
|---|---|
| Description | Flight coordinators will review weather theory and available sources of weather information along with valuable interpretations and references. Website references are included throughout training as well as in the flight coordinator reference materials. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 35 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **AFC005 – Airports, Runways, and Performance**

| | |
|---|---|
| Description | This course will cover valuable airport information, runway considerations, and general aircraft performance criteria to enable flight coordinators to assist crews with go-no-go decisions. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 40 Minutes |
| Recurrency | 24 Months |

**Course # / Title** **AFC006 – Flight Coordinator Resource Management (FCRM)**

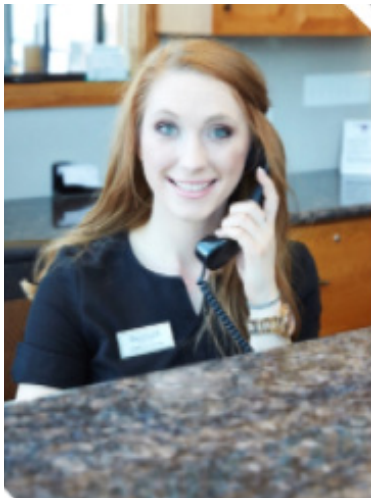
| | |
|---|---|
| Description | AFC006 will prepare flight coordinators to identify non-technical problem areas, become effective communicators and understand situational awareness and the importance of workload management. |
| Components | Lesson and Online Exam |
| Est. Completion Time | 20 Minutes |
| Recurrency | 24 Months |

# 6.5.2. Customer Service Plan

FBO Brand: Million Air

## a. Customer Service Standards

In addition to its innovative, high-quality facility design and development standards, Million Air strives to provide the highest level of customer service. Million Air has a passion for excellence primarily fueled by entrepreneurial spirit, high-performance expectations of leadership, and the pride and joy of achievement. However, most importantly, our greatest success squarely lies in the heart and soul of our culture and our people. Daily, our culture is personified by how our employees choose to live the Million Air Brand. Million Air believes that the most critical part of our success is the capacity for Million Air employees to deliver Extraordinary Customer Experiences.

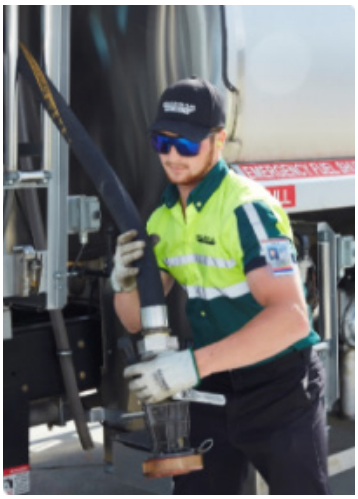


Our culture and talented employees additionally require the right resources and tools to be successful. One such tool is our proprietary CSI: MILLION AIR software program. This robust program helps our employees deliver the service characteristic of the Million Air brand. CSI: Million Air is essentially an automatic "memory system" tool that not only links returning customers to their preferences but also provides managers decision science tools to help them run their FBO. It is a significant competitive advantage for Million Air, giving each FBO the means to put into practice what every employee is trained to do from the first day of orientation. It helps front line employees to remember regular customers allowing them to anticipate their needs, it gives staff the information they need to personalize service, and it affords managers the means to track loyal customers or identify potential new customers. This powerful tool not only helps us to create lasting impressions for lasting relationships but also provides us the Decision Science providing a snapshot of the business at a glance. Other resource tools connected to our programs include integrated accounting systems and software, communications hardware, and software, all of which can connect live to every Million Air location at any time. These Million Air programs will support marketing, sales, and onsite management of customer service for every Million Air but, most importantly, Million Air. Customer sales tracking, service performance measurement tools, documentation, and implementation of customer preferences will be a crucial component to successfully engaging customers to choose Million Air Laredo. Million Air's proprietary programs have proven to increase fuel sales and customer visits, creating loyal followers across the Million Air chain.

## b. Quality and Safety Standards

Million Air's customized quality and safety program support our line service technicians so that they are fully equipped to exercise good judgment in every situation. The safety and risk management program highlights employee and customer safety comfort issues beyond OSHA regulations. Along with Million Air's commitment to design, décor, and quality equipment are the safety and operational risk management programs, which are an innovative and industry-leading collection of techniques and procedures that intelligently reduce the risk inherent in FBO operations while ensuring the highest level of customer service and profitability. As an example, line service technicians engaged in aircraft movements are not only presented a set of guidelines and rules which encompass normal operations they are also provided customized and practical judgment training so that they are fully equipped to exercise good judgment in new situations. The safety and risk management program also highlight employee and customer safety comfort issues beyond OSHA regulations. The program considers human factors engineering and normal human psychological influences to enhance safety, raise morale, and provide the optimal experience.

Million Air also recognizes the importance of using quality fuel to ensure the highest degree of flight safety. To achieve this goal, Million Air adheres to the guidelines of ATA 103 (see ATA attachment). Standard for Jet Fuel Quality Control at Airports, which was developed to cover fuel distribution facilities and fuel quality control procedures. In addition, Million Air also applies the guidelines as outlined in the NFPA 407 (see NFPA attachment) Standard for Aircraft Fuel Servicing. These standards employ commonly recognized industry inspection procedures and safety checks of fuel storage and distribution facilities. These procedures minimize the introduction of contaminants and significantly reduce the risk of unacceptable fuel being delivered to aircraft. As a part of our Fuel Quality Control Program, Million Air has developed procedures that ensure quality checks. Any technical assistance is also coordinated and consulted with the appropriate fuel supplier for each FBO. A written line service safety program is maintained which will include procedures for reporting accidents, incidents, and hazards associated with line, operations, including emergency contact information, procedures for periodic safety checks, analyzing safety data and dissemination of the safety information to appropriate line service technicians and written training and education program for line service technicians.






Million Air requires every FBO to utilize and continuously maintain the NATA Safety 1st Professional Line Service Training (PLST) Program for 100% of applicable employees. The program provides the information, direction, and organization necessary to make training objectives simple and straightforward for personnel working in the general aviation industry. The PLST Program issues each Line Service Technician, an Employee Career Reference Guide that contains ten (10) modules covering the different aspects of the job. Those sections are Introduction and Ground Servicing, Safety, Refueling Piston Aircraft, Refueling Turboprop Aircraft, Refueling Jet Aircraft, Towing, Fuel Farm Management, Customer Service, Fire Safety (FAR139.321) Aviation Security, and Airport Regulations. (See NATA attachment)

### c. Aviation Company Relationships

Over the years, Million Air has developed a working relationship with some of the best aviation companies and fuel providers in the industry. Some of these operators and fuel providers are, Net Jets, Wheels Up, CAA, AvFuel, and Everest.

**AvFuel:** The leading independent global supplier of aviation fuel and services. AvFuel connects a diverse line up of aviation customers with programs and solutions needed to attract more business and to conduct operations efficiently and effectively. AvFuel's global network includes a fueling network of more than 3,000 worldwide locations and currently serves more than 5,500 aviation customers. Aircraft owners and operators benefit from solutions including less-than-retail rates on jet fuel through AvFuel Contract Fuel. Additional benefits include,

national/international flight support, trip-planning solutions, and AVTRIP loyalty rewards for flight crews. AvFuel also provides FBO support, FBO's have access to a reliable fuel supply, advantageous training, marketing support, credit and financing, tax assistance, and a variety of aviation insurance coverages through Avsurance Corporation.

**CAA:** Corporate Aircraft Association was founded and established to assist Part 91 operators succeed in a competitive marketplace, by negotiating the best possible fuel prices and reduced fees. Currently there are 10,000+ member turbine aircraft and are partnered with 260+ FBOs. CAA members seek out preferred FBOs resulting in an increase of business. Some of CAA marketing partners include Foreflight, Fueler linx, and JetfuelX.

**Net Jets:** High end charter services with a fleet of 750 plus aircraft nationwide. Net Jets is acquired with corporate contract while establishing a special contract fuel rate to increase Net Jet fleet volume into Million Air FBO

**Everest:** is a Fuel management company representing over 4000 aircraft. There are three major charter services companies that currently utilized Everest. They are FlightOps, FlexJets, and Air Methods, each with their own fleet aircraft. A corporate contract with special contract fuel rate is established to increase of Everest Fuel client's aircraft into Million Air FBO

**Wheels Up:** Is a charter services company handling over 342 corporate aircrafts across the nation. A corporate contract with special contract fuel rate is established to increase of wheels up aircraft into Million Air FBO.

### d. Third Party Corporate Relationships

Million Air has established a corporate relationship with two of the biggest rental cars. Hertz being Million Air main rental car provider has positioned their own Hertz software computer in each location to provide fast and easy rentals for all aviation customers while providing Million Air courtesy vehicles. Enterprise association with Million Air has been established to serve those customers with enterprise corporate level accounts in which are given a loyal customer discount.

Catering services are provided throughout all MA FBO's. When an FBO is established, MA develops relationships with local surrounding businesses that meet our customers catering request at a rapid rate. EL Paso FBO for example has partner up with local La Madeleine and Anson 11. Both locally own catering businesses.

### e. Promotional and Incentive Programs

Apart from developing contracts with major aviation companies to establish special fuel prices and discounts. Each Million Air location has developed their own aircraft fee sheet that suits to their market. This aircraft fees sheet allows customers to receive discounts reflected to their fuel consumption. Some of the discounts may include and not limited to waiving of ramp fees, lav fee, facility fee, and hangar fee. MA is also involved in developing special into plane rate fuel prices for our local customers to promote the preference of MA FBO. Any MA based customer will also receive a fuel discount when arriving to a different million air location. With our fuel provider Avfuel partnership. Pilots have the option to sign up for avtrip points. For each gallon a pilot purchases the pilot receives 2 points. Every end of the year, all points the pilot has accumulated will be converted into cash.

### f. Promotion of Airport Activities

Highly trained and NATA certified staff will receive all GA customers ready to assist them with anything in our reach. From ramp services to rental and hotel booking. FBO is promoted at the airport with Million air and avfuel signs large enough to be seen throughout the A.O.A ramp. Arinc radio frequency shall be promoted and utilized to communicate with any inbound aircraft reaching out to the FBO serving as a promotional tool. Million Air establishes a great relationship with tower to help guide inbound aircraft into our FBO.

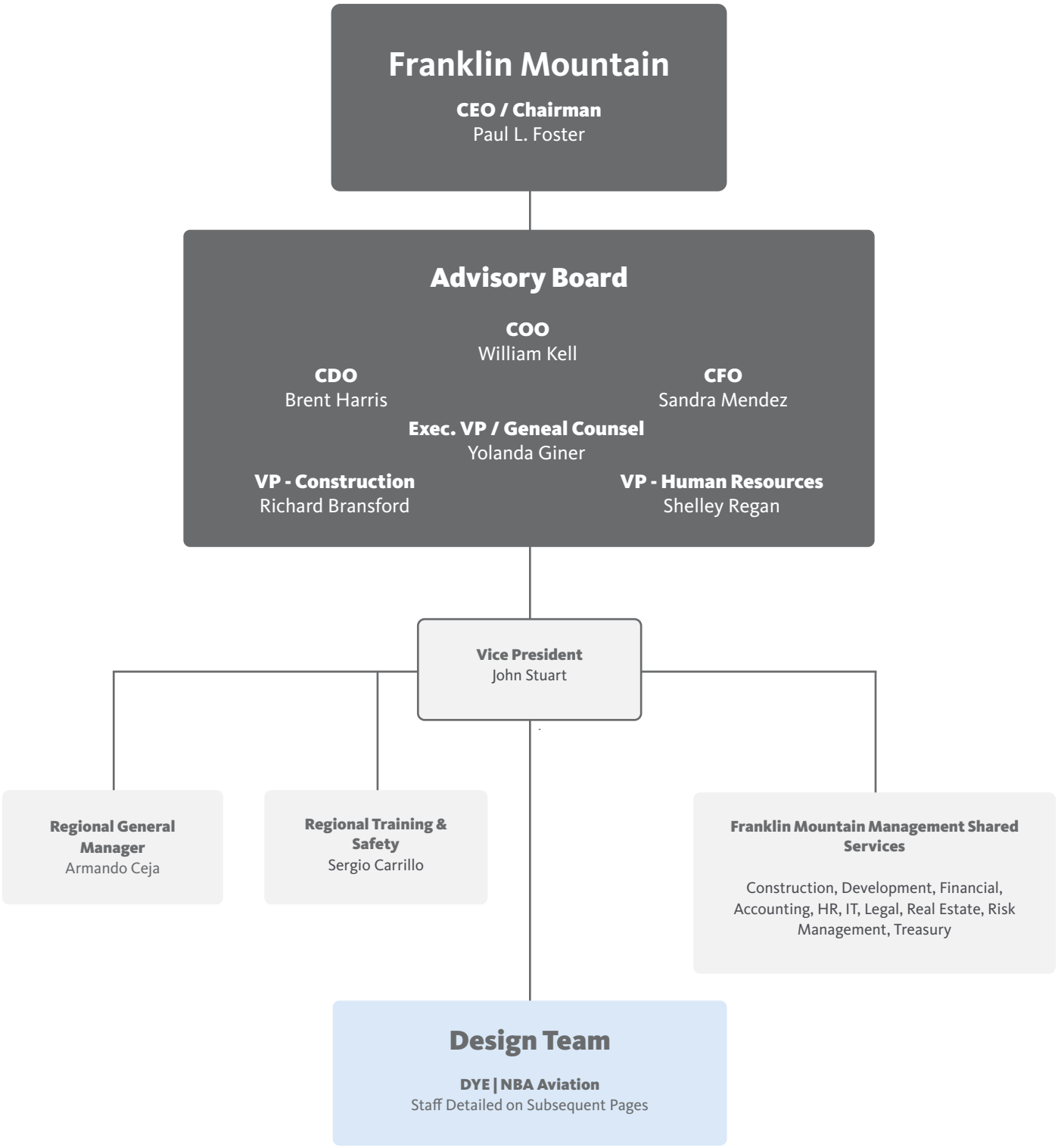
### g. Activities Offered During Pioneering Period

Permitted activities such as fueling, ramp space, courtesy cars, hotel, rental and any ramp services may be accomplished during the pioneering period.



# 6.5.3. Management Structure and Key Operating Personnel

FBO Leadership Organization Chart




**Note:** Please reference the FMI website for further insight on the organization - www.fmiep.com

Bio for Mr. Paul Foster and each member of the Advisory Board included in the Appendix of this response.

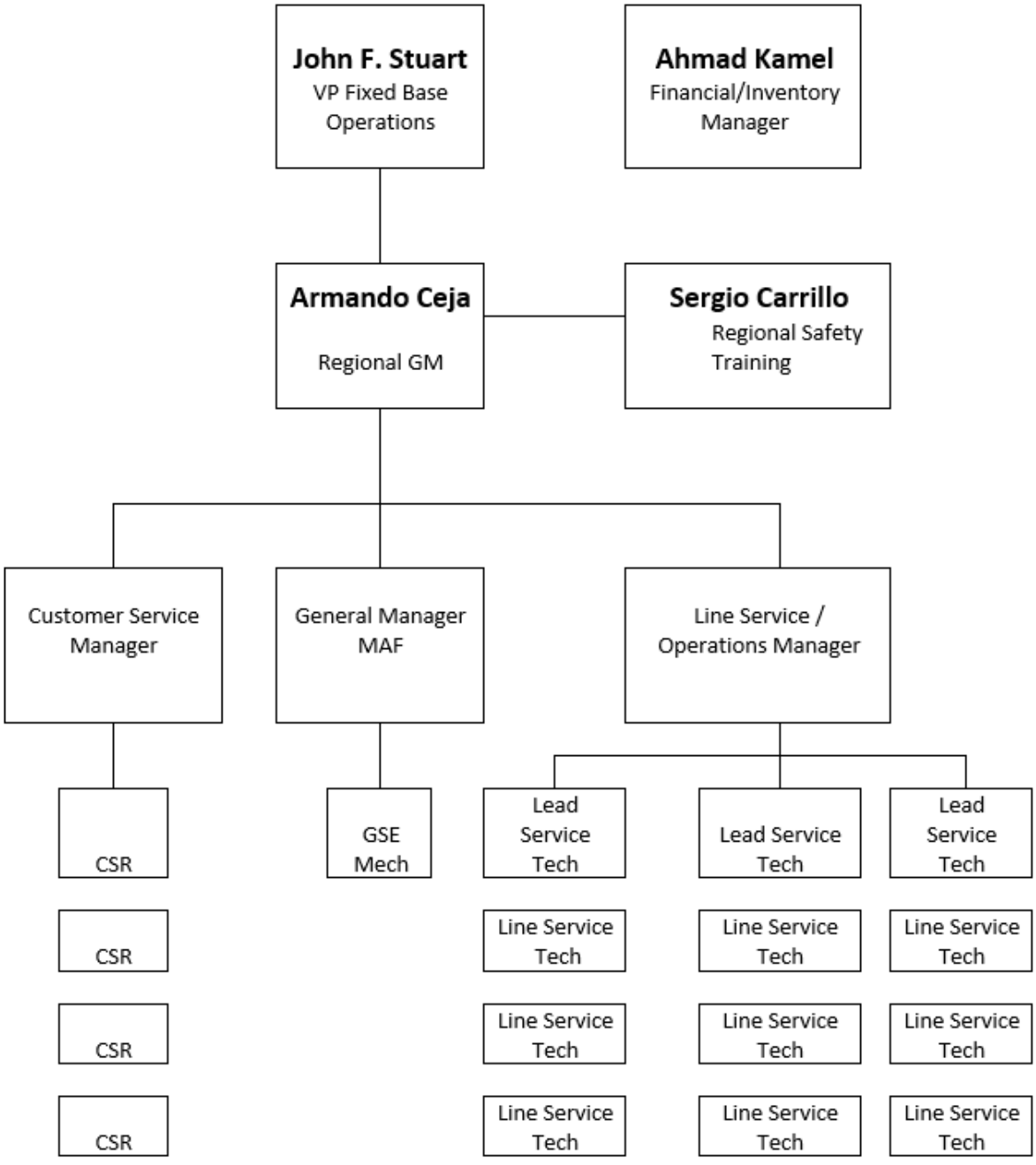


FRANKLIN MOUNTAIN INVESTMENTS

# 6.5.3. Management Structure and Key Operating Personnel

FBO Operations Chart

Franklin Mountain Aviation (FMA) has nearly a decade of FBO and FAR 135 charter experience. FMA is lead by Mr. John Stuart, VP of FBO's. John has been with FMA for 5 years and was previously the VP of Operations for Trajen FBO Network where he lead a network of more than 20 FBO's. Team Operations Chart is detailed below with information on key personnel on subsequent pages.




**Note:** Bios for key operation team members are included in the Appendix of this response.



FRANKLIN MOUNTAIN INVESTMENTS

# 6.5.3. Management Structure and Key Operating Personnel



### JOHN STUART, MBA

John is the Vice President of FBO's at Franklin Mountain Aviation where he oversees the operation for all FBOs. John has more than 20 years of experience in FBO, General Aviation, Cargo and Military Fuels. John's areas of expertise include Multi FBO Management, Human Resource Management and Training, Supply Chain and Logistics, Acquisitions and Mergers, Fuel Pricing and Hangar Lease Agreements, Budget and P&L, Process and Performance Improvement, EPA/NFPA/OSHA/HAZMAT.

John earned a Bachelor of Science, Aeronautics at Embry-Riddle Aeronautical University and a Master of Business Administration at Texas A&M University in College Station, Texas.

### ARMANDO CEJA

Armando is the Regional General Manager at Franklin Mountain Aviation where he manages all three FBOs (El Paso, Las Cruces and Santa Teresa). He has more than 24 years of customer service experience and 18 years of Corporate Aviation experience. Prior to joining Franklin Mountain Aviation, Armando worked at Skyway MRO and at Million Air locations in San Antonio, Texas and Monterey, California as an Operations Manager.

Armando earned an AAS in Business Administration at Hallmark University and he is a Commercial Single/Multi-engine Pilot SIC Typed in CE-560XLS.

### SERGIO D. CARRILLO

Sergio is currently the Regional Safety and Training Manager at Franklin Mountain Aviation. With more than 10 years of experience in safety and training, Sergio oversees the operation of multiple locations, and he is responsible for assisting to facilitate ongoing safety training initiative for all employees. Sergio also ensures that safety and security standards are met, and he evaluates, assess, and modifies safety procedures and policies for the benefit of the employees and clients. Sergio also organizes and implements training for staff in the region.

Prior to joining Franklin Mountain Aviation, Sergio worked at Atlantic Aviation as a Site Trainer and at Cutter Aviation as a Supervisor.

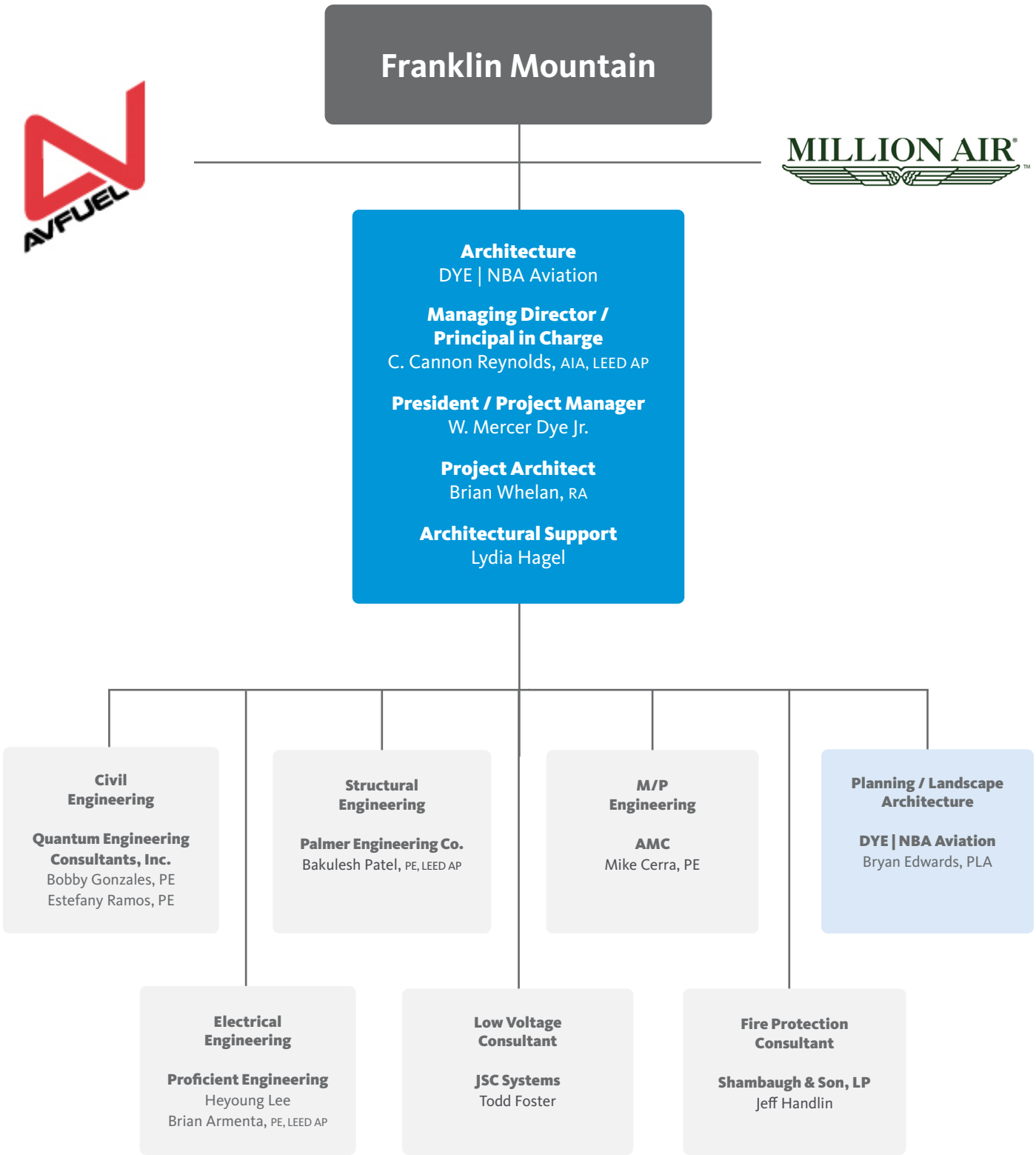
### ADRIAN SALINAS

Adrian is the Assistant General Manager at Million Air El Paso. Adrian oversees the day-to-day operations of the FBO and assists on increasing aircraft traffic and marketing. Prior to his current position, Adrian worked at Francis Aviation in the Line Service and Customer Service Departments, and he also worked as a Line Tech.

Adrian earned his BA in Business Management at the University of Texas at El Paso.

# 6.5.3. Management Structure and Key Operating Personnel

Design Team Organization Chart




**Note:** Bios for key design team members are included in the Appendix of this response.

# 6.5.4. Marketing Program

FBO Brand: Million Air

### Marketing Plan: Marketing Million Air Brand

As a part of the Million Air Network of FBOs, Million Air Midland will benefit from the outstanding world-class programs and strong brand identity. Million Air marketing programs will provide the business strategy to support vital bottom-line results. System-wide marketing efforts will increase traffic to the ramp and proprietary up-selling techniques to generate more fuel sales per aircraft.

Million Air Interlink supports all Million Air FBOs in the network through an active marketing and sales program for an audience on a network-wide level, above and beyond target customers identified and pursued locally. These programs offer individual Million Air FBOs the platform to meet, greet and secure new business opportunities with consistent messaging and branded collateral sales material.

Marketing initiatives include the production and placement of professional four-color print ads in major trade publications, writing and distribution of The Million Air Magazine, press releases, Million Air Radio, Million Air Television, vendor special project participation, major events planning and production, public relations, website production, NBAA, NATA, CBAA, Schedulers, and Dispatchers, plus special regional events, major prize giveaways, contests, point-of-sale displays, graphic production, sponsorships, golf sponsorships with presence and related support.

## MILLION AIR MARKETING STRATEGY

Million Air Headquarters creates the marketing plans for every new Million Air FBO and drives new business to those locations. Based on the efforts, Million Air facilities have experienced growth and retention due to the Million Air marketing and sales efforts from the Million Air network.

### SPECIAL EVENTS

Million Air FBOs will plan and deliver a higher-than-normal level of preparation for special events designed to entertain visitors of the city and promote each special event's city and host country. Such events have included the Saratoga Spring Horse Show, the Olympics, Super Bowl, and Final Four basketball games, private receptions for government officials or heads of businesses associated with national and city events, promotions during holidays, and more.

In addition, the Million Air Special Events Program was developed and designed to meet the high expectations of Million Air customers and be the premier gateway for the airport, the city, and the country. The program meets the operational demands of the fixed-based operation during significantly increased traffic periods while giving Million Air customers outrageous customer service. On the operational side, these special events anticipate handling a larger than the average number of aircraft. The support program design revolves around controlling the customer experience. The editors of the Million Air Magazine also participate with special coverage before the special event to promote the festivities.

# 6.5.4. Marketing Program

FBO Brand: Million Air

## MILLION AIR WEBSITES

- Appealing easy to use with listings of each FBO city and location
- 24-Hour Online Reservations System
- Reservations System 24/7
- My Million Air.com (internal website for all employees) features Daily Take-Offs, Million Air Stores, Million Air Customer Comment Scoring, Million Air Talent Center, Management Best Practices, Employee Directory, Press Release, and Newsletter formatted updates on activities and events, Three Tier Email Support, POP3, Exchange Server, Outlook Web Access, Flash Emailer for special events or promotions and DVD/CD/ PowerPoint presentations

## SOCIAL MEDIA

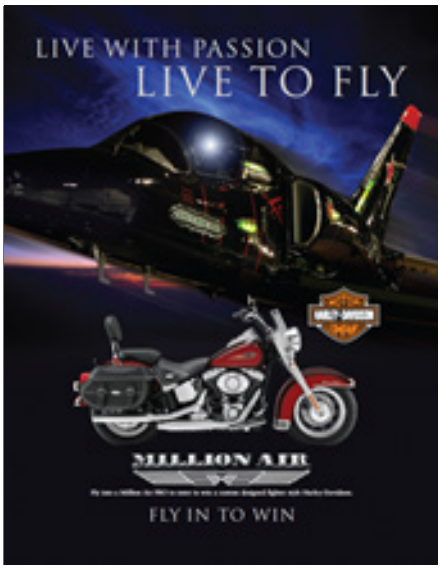
- Million Air maintains Facebook, Twitter, and LinkedIn accounts and has the most significant following of any FBO network and is used to:
    - Communicate and connect with our customers

**Marketing to the Flight Departments, Pilots and Decision Makers in Aviation: Trade Journal Advertising:** Trade Journal Advertising includes display ads in the following high-profile publications: BCA, AIN, ProPilot, Wings (Canada)












FRANKLIN MOUNTAIN INVESTMENTS

# 6.5.4. Marketing Program

FBO Brand: Million Air

## MILLION AIR MAGAZINE




Million Air's unique editorial specifically targets the private jet lifestyle, from its oversize format and high-quality glossy paper to the beautiful pictorials of the best suites and villas in the world. Industry experts agree as Million Air's publisher has won over 12 awards for excellence in editorial and design.

Articles provide detailed information readers can't find anywhere else, such as the names of the best therapists at top spas and direct phone numbers for resort general managers. With the most knowledgeable editors covering key categories such as watches, jewelry, fashion, automotive, spirits, and travel, Elite Traveler is an indispensable guide for the ultra-wealthy to find the best in luxury products and services.

**Press and News Releases:** Written and distributed press releases promoting special events, employee successes, News, and stories

**Million Air Television Network:** Flat screens in every Million Air lobby used to promote New Locations, Special Events, General Aviation through a partnership with NBAA's "No Plane-No Gain" program, Celebrate "Million Air Culture."

**Million Air Radio:** Music playlists, created to enhance the Million Air experience, expertly tailored to our brand to include Million Air messaging after every 3rd song

## INDUSTRY TRADESHOWS

**NBAA, Scheduler's and Dispatchers Conference and NATA:** Booth presence, Million Air University Pre-Show Training, owner's meeting, and awards banquet, NBAA National and Regional forums, S&D Customer Party Events.

## DECISION SCIENCE TOOLS

**CSI - Million Air Customer Service Intimacy Point-of-Sale Software Program**

Using CSI (our proprietary software) for data analytics, Million Air will work directly with the local general manager to create a sales and marketing plan for moving forward. Million Air Interlink will manage a customized sales plan that will focus on a new marketing and sales plan developed and used to enhance the existing business and bring in new general aviation customers who otherwise would have utilized other airports. This sales plan will also include an active approach to developing strong-based tenant growth through an incentive program targeting current and potential-based tenants.

# 6.5.4. Marketing Program

FBO Brand: Million Air

CSI will include training, oversight, and accountability to acquire targeted customers. Million Air will then immediately fold these ideas into an evolving timeline to plot out all of the sales initiatives for 12 months.

- Allows customers to create reservations directly via a live feed
- Allows Million Air FBOs to track customer preferences and history
- Allows managers to "keep their finger on the pulse" of their business
- Reveals airport market capture
- Quantifies gallons per aircraft fueled
- Creates pricing elasticity models
- Tail Number tracking with a full report on the customer contact information
- Cross-Market visitation patterns
- Leveraging existing relationships already established inside the network for the benefit of new FBOs

## NATIONAL CUSTOMER ACCOUNTS AND RELATIONSHIPS

Million Air manages and maintains strong relationships with our national and regional customer accounts. We will develop those relationships for the market and create new opportunities to bring new customer base tenants to the airport market.

- NetJets, Flight Options, FlexJet, Wheels Up, and other Large Flight Departments

## CUSTOMER RESEARCH

- Feedback to FBO's on wants/needs of customer-driven decision-makers
- Independent University of Houston Research Project completed showing the value of the Million Air brand and culture

## NETWORK-WIDE CUSTOMER SATISFACTION TRACKING SYSTEM

Customer satisfaction is the best indicator of our customer's likely to continue to do business with us. Million Air monitors, tracks, follow up, and reports to the FBO management to surveys collected by headquarters. Customer satisfaction is a significant point of differentiation in measuring the brand's success.

- Customer Comment Cards and Monthly Reports on customer satisfaction
- Complete follow up on less than satisfactory reports until resolved
- Monitoring for trends and addressing issues using a "Human Factors Engineering" approach
- Diagnose or identify the problems and deficiencies in the process or existing system.

# 5.3 Company Information

# 6.2 References

# 6.3 Aeronautical Products, Facilities and Services to be Offered

# 6.4 Concept Plan of Proposed Improvements

# 6.5 Business and Marketing Plan

# Appendix



FRANKLIN MOUNTAIN INVESTMENTS

# Resumes

## 6.5.3. Key Operating Personnel



FRANKLIN MOUNTAIN INVESTMENTS



## Paul L. Foster

**Paul L. Foster** is the Founder and Chief Executive Officer of Franklin Mountain Investments, LLC. Affiliates of Franklin Mountain Investments include Franklin Mountain Capital, LLC, Franklin Mountain Energy, Franklin Mountain Industrial, and Franklin Mountain Property Services. He is the founder and former Executive Chairman of Western Refining Company, Inc. and former Chairman of Western Refining Logistics, LP.

Mr. Foster serves as a director on the boards of Franklin Mountain Investments, LLC, and its affiliated companies. He also serves on the boards of Jordan Foster Construction, Vomaris Innovations, Inc., WestStar Bank, and on the Board of Trustees of the Baylor College of Medicine. Previously, Mr. Foster served as a director of the El Paso branch of the Dallas Federal Reserve Bank, was Vice Chairman and Chairman of the University of Texas System Board of Regents, and served as Chairman of the University of Texas Investment Management Company (UTIMCO). He has served, and currently serves, on boards and committees for numerous other civic and professional organizations.

Mr. Foster has received the Baylor University Distinguished Alumni Award, was inducted into the 2013 Class of the Texas Business Hall of Fame, and in 2007 and 2013 was presented with the City of El Paso's highest honor, the Conquistador Award. He was named El Pasoan of the Year twice, inducted into the El Paso Business Hall of Fame, and was named as El Paso's Entrepreneur of the Year.



## William Kell

William is the Chief Operating Officer for Franklin Mountain Investments, LLC. Previously, William served in various executive leadership roles at Hunt Companies, Inc., Security Capital Group, and Bohannon Development Corporation. He currently serves as a board member of Jordan Foster Construction.

William commenced his career as an audit and tax staff member with the international accounting firm KPMG. William is a native El Pasoan, he received a BBA from Texas Tech University and held a Certified Public Accountant license for approximately 35 years.

# Franklin Mountain Investments, LLC

Key Personnel



## Brent Harris

Brent is the Chief Development Officer for Franklin Mountain Investments, LLC. Throughout his career, Brent has developed over 3,400,000 square feet of institutional quality commercial and industrial facilities in El Paso, Texas and Santa Teresa, NM.

Brent was one of the original co-founders of Prologis, Inc. in El Paso, Texas in 1991. He is a graduate of the University of Texas at Austin with BBA in Accounting, formerly a Certified Public Accountant, and resides with his family in El Paso, Texas.



## Sandra N. Mendez

Sandra is the Chief Financial Officer for Franklin Mountain Investments, LLC. Throughout her career, Sandra has worked for several reputable firms to include, Lauterbach, Borschow & Co, McGladery & Pullen, and the international accounting firm of KPMG. Previously, Sandra worked for Desert Eagle Distributing of El Paso, TX where she began her tenure as Accounting Manager, and became their CFO.

Sandra is a native El Pasoan, she graduated with honors CumLaude earning both a MS and BBA in Accounting from the University of Notre Dame. Sandra is a Certified Public Accountant and a member of the American Institute of CPAs and Texas Society of CPAs.



## Yolanda Giner

Yolanda is the Executive Vice President and General Counsel for Franklin Mountain Investments, LLC. Most recently, Yolanda was a shareholder at Gordon, Davis, Johnson & Shane PC where she specialized in commercial real estate, land use, land development and government law for 21years.

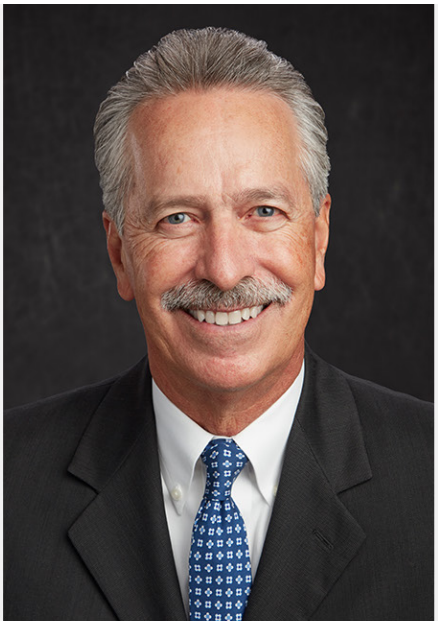
Prior to joining the law firm, she served as an Assistant City Attorney for the City of El Paso and has been featured on the Rising Stars list by *SuperLawyers*®, a Thomson Reuters service, in 2005, 2007 and 2008, and the 2020 list of *The Best Lawyers in America*©, byWoodward/White, Inc., in the specialty of Real Estate and has received that recognition since 2010. Yolanda earned a BS at the University of Texas at El Paso and a JD at Drake Law School. She is also a licensed broker by the Texas Real Estate Commission.



FRANKLIN MOUNTAIN INVESTMENTS

# Franklin Mountain Investments, LLC

Key Personnel



## Richard Bransford

Richard is Vice President of Construction for Franklin Mountain Investments, LLC. Richard has over 35 years of experience in all phases of construction for office, retail, aviation, educational, military, medical, and parking facilities in Dallas, San Antonio, and El Paso, Texas.

Richard has led the construction projects for our Plaza Hotel Pioneer Park El Paso, our Plaza Parking Garage, our new Million Air FBO at the El Paso International Airport as well as the City of El Paso Civic Center Expansion, and the El Paso International Airport renovation. Richard is a native El Pasoan, he earned a BS in Building Construction from Texas A&M University.



## Shelley Regan

Shelley is Vice President of Human Resources for Franklin Mountain Management, LLC. Shelley oversees a full-service human resources department for our FMI affiliates.

Shelley is a native El Pasoan and brings over 20 years of diverse and multi-state human resources experience in the areas of construction, development, food and beverage, logistics and distribution, manufacturing, and property management for small and mid-size organizations. Shelley obtained a Professional in HumanResources (PHR) certification and is a member of the Society for Human Resource Management (SHRM). She earned a BBA in Human Resource Management with a Minor in Finance from the University of Texas at El Paso.



FRANKLIN MOUNTAIN INVESTMENTS

# JOHN STUART, MBA

Dynamic Aviation Executive with 20+ years FBO, Gen Aviation, Cargo, and Military Fuels experience. Directed operations, P&L, and budget management for national FBO chain and DoD refueling contracts totaling more than 20 locations. A strategic leader with an extensive technical background and a proven record of financial performance, customer service, and team development. Experience includes high profile business and relationship development, strategic planning, and executing major event support operations such as Super Bowl, Inauguration, NASCAR, and Texas A&M game days.

***Areas of Expertise Include:***

| | |
|---|---|
| Multi FBO Management | Fuel Pricing/Hangar lease agreements |
| Human Resource Management and Training | Budget / P&L |
| Supply Chain / Logistics | EPA/NFPA/OSHA/HAZMAT |
| Acquisitions & Mergers | Process & Performance Improvement |

## EDUCATION

Master of Business Administration (MBA), Texas A&M University, College Station, TX
Bachelor of Science, Aeronautics, Embry-Riddle Aeronautical University
Associate, Electronics Technology, Linn State Technical College

## CORPORATE EXPERIENCE

**Vice President of FBO's** Franklin Mountain Aviation El Paso, TX 2017-Present

Profit and loss responsibility for multiple fixed base operations and Flight department for FAR 135 Charter Operation. Consistently improve the company's business position by offering a robust value proposition through enhanced customer service, employee development, and accident prevention. Design performance strategies, lead FBO General Managers and Flight Department in creating tactical execution plans, measure results, and ensure accountability. A balanced business approach focusing on financial performance, customer service, safety, employee development, internal business processes, and support of the community.

**Regional Manager,** SSC Service Solutions College Station, TX 2015-2017

Responsible for $36 million annual revenue, $12 million sub-contractor management. Direct all corrective/preventative maintenance and code compliance of more than 700 buildings totaling more than 23 million square feet on Texas A&M campus. Direct management and professional development of 6 maintenance managers, 12 supervisors, and 24 zone maintenance teams comprised of nearly 300 skilled technicians. Lead day to day on-site business for trade shops, which includes HVAC, electrical, carpentry, painting, roofing, information management systems, radio communications, human resources, and fire and safety. Responsible for attainment of financial goals and controlling expenses.

**Vice President Operations,** Astin Executive Services, College Station, TX 2007-2015

Led a corporate management team to win the RFP that transitioned a state run regional airport (CLL) to privatization. Reported to Board of Directors for contract execution of all Airport and Fixed Base Operations (FBO). Coordinated grant writing and inspection requirements with Federal Aviation Administration and numerous other state and federal agencies including all safety and contractual requirements. Direct reports included Airport manager, FBO Manager, Marketing Director, Safety Director, and Human Resource Director. Managed lease agreements for two commercial air carriers, 6 rental car agencies, and multiple large aircraft charter customers. Secured Federal Grants of $3 millionto remodel and upgrade passenger waiting area. Led the formation of a Community advisory council and commissioned a leakage study to quantify lost passenger traffic. Managed maintenance for all runway surfaces and lighting, terminal, FBO, GSE, Fuel Farm, 26 facilities, and 900 hundred acres.

**Vice President of Operations,** Trajen FBO Network, College Station, TX 1993-2006

Directly responsible for national operations of FBO network consisting of more than 20 retail locations and 6 United States military refueling contracts in 11 states. Staff management of over 600 personnel. Developed and implemented a centralized Operations, Management, and Training system to integrate new locations. Budget development and overall P & L responsibility. Led operations during $338M merger and acquisition to Macquarie Infrastructure Co. of FBOs located in 11 states, in 2006.
Accountable for Marine Terminal Operations: pipeline, barge, and fuel transfer operations. Implemented new policies and enhanced safety with the OSHA Volunteer Protection Program (VPP). Directly managed union fueling operation with Teamster union, handling union contract negotiations, communications, policies & procedures, and any union issues. Learned importance of early intervention, workforce communication, and union rules.
Led Human Resources department in recruitment, pay for performance programs, management training and development.
Emergency Management and tracked preventative maintenance system for fuel farms and fleet support equipment. National Fire Protection Association (NFPA) Training/Certification and implemented Action Teams.

**Commanding Officer, Captain** United States Navy Reserve 1999-Present
Decorated Veteran, 1 tour Operation Iraqi Freedom & 2 tours Enduring Freedom AFG
Bulk Petroleum Engineering School, Bulk Fuels Terminal Superintendent, Officer In Charge Aviation Fuels Detachment NAS Oceana, VA master fighter jet base. Active U.S. Top Secret Security Clearance

*Military areas of expertise:*

~ Fuel Terminal Superintendent
~ Gov Contracting Officer/Logistics
~Airfield Operations
~ Expeditionary Fuel Operations

## CERTIFICATIONS/LICENSURES

Licensed Pilot
OSHA Training
NFPA) Training/Certification.
DAWIA: Federal Contracting Officer.
HAZMAT Supervisor; HAZWOPER

# ARMANDO CEJA

## OBJECTIVE

To obtain a position with Million Air Midland as Regional General Manager and theopportunity for advancement and growth.

## EDUCATION

Hallmark University, A.A.S in Business Administration.
Commercial Single/Multi-engine Pilot SIC Typed in CE-560XLS.
NATA Safety 1st Trainer.
NATA Fire training under FAR 139.321

## EXPERIENCE

2021 - Present Franklin Mountain Aviation El Paso, TX

*Regional General Manager*

2019 – 2021 Skyway MRO Inc. Uvalde, TX

*Sales / Logistics / Aircraft Management / Corporate Pilot*

- Corporate Aircraft Management FAR 91
- Flight Coordinator
- Maintenance Advisor
- Sales and Logistics
- Direct Responsibilities for Department P&L
- Inventory Control and parts QC
- Use of CORRIDOR as the main scheduling and work order platform.

2003 - 2019 Million Air San Antonio, TX & Monterey, CA

*Operations Manager*

- Manage payroll and create work schedules.
- Fuel private jets and service them with ground equipment as needed.
- Responsible for maintaining a high level of safety and security for all personnel andaircraft.
- Implement training courses for new and existing Line Service Technicians.
- Responsible for ordering and maintaining quality control of Jet A and Avgas fuel.
- Responsible for Sales and Marketing in Mexico.
- Resolve customer service issues.
- Responsible for FAA, OSHA, and Airport Fire Department audits.



FRANKLIN MOUNTAIN INVESTMENTS

1999 - 2003 Circuit City Monterey, CA

*Sales and Installation Manager*

- Managed and supervised the Sales and Installation department.
- Responsible for daily and monthly budget goals as well as reviewing daily, weekly andmonthly reports.
- Managed payrolls and weekly work schedules for employees.
- Handled customer service issues.
- Managed merchandise inventory.

## QUALIFICATIONS

- Twenty four years of customer serviceexperience.
- Eighteen years of Corporate Aviation experience.
- Strong Sales and Negotiation Skills.
- Excellent verbal and writtencommunication skills.
- Can work well with others in any kind ofenvironment.
- Strong computer skills, Experience withTFBO, Microsoft Excel, Word, Access, Power Point, Outlook, and Publisher.
- Fluent in Spanish and English. International Sales and Marketing

# SERGIO D. CARRILLO

Self-motivated hardworking and reliable with 10+ years of experience in safety and training. Driven for new challenges and create a safe zone within the company.

## EXPERIENCE

**2021 -PRESENT**
**REGIONAL SAFETY AND TRAINING MANAGER,**

- Oversee the operation of multiple locations
- Responsible for helping to facilitate ongoing safety training initiative for all employees
- Evaluate, assess, and alter safety procedures and policies for the benefit of the employee and clients
- Ensure safety and security standards are met
- Guide, train and manage all levels of management and supervisors
- Organize and implement training for staff in the region
- Uphold company standards of excellence and service, guaranteeing quality performance

**JUNE 2009 – 2021**
**SITE TRAINER,** ATLANTIC AVIATION

- Managed daily tasks consistently and sought out opportunities to go beyond requirements and support business target
- Followed establishment guidelines and procedures
- Support operations with maintenance and updates
- Continuously observed, tracked and improved training courses to meet changing employee demand
- Develop, Administered, and maintain company safety policies and procedures
- Employed wide range of teaching strategies, hands on activities and multimedia- base techniques to keep training meeting fresh and interesting
- Verified proper availability of personal protective equipment and general safety gear
- Work with quality control and compliance teams to achieve full compliance with regulations and SOP
- Monitor quality control measures with proper coordination and documentation

**JUNE 2009 –DEC 2015**
**SUPERVISOR,** CUTTER AVIATION

- Created a culture of continuous improvement, inspiring employees to take action to solve problems
- Developed department leadership among team members by coaching and providing challenging assignment
- Assigned task to team members based on individual strengths and teamwork-driven environment to meet goals
- Quality control department completing all task with full compliance to SOP
- Performed facility checks to verify cleanliness and client safety

## SKILLS

- Develop training program
- Training and development
- Hiring and training
- Equipment maintenance
- Oversee Operation
- Improve job skills
- Clear verbal communication
- Creative problem solving

# ADRIAN SALINAS

Business focused individual looking to deliver exceptional corporate level results. With an innovative mind and a servant leadership perspective, ready to take any company to right direction.

## EDUCATION

Dec 2019
Business Management B.A, The University of Texas at El Paso
- Concentration In Entrepreneurship

August 2017
Associates In Business Administration, EPCC Valle Verde Campus

## EXPERIENCE

**MARCH 2018 –FEB 2020 (FRANCIS) FEB 2020- CURRENT (MA) ASSISTANT GENERAL MANAGER MILLION AIR EL PASO**

- New FBO development. Establish new equipment, daily reports, contracts to increase aircraft traffic, oversee daily operations, marketing, help develop SOP's, train, hire, and budget analysis.
  **LINE SERVICE/CSR**
- Martial inbound and outbound aircraft and assist them with any ramp services. This includes but not limit to, fueling, GPU, towing, waste services, oxygen, Invoicing, car rental, etc.

**JAN2016 – JULY2017**
**LINE TECH,** FRANCIS AVIATION

**JAN2015 – SEPT2015**
**LINE SERVICE TECHNICIAN,** CUTTER AVIATION

## SKILLS

- Entrepreneurship
- Leadership
- Decision making/critical thinking
- Ability to oversee all aspects of a business
- Progressive
- Vision

# W. Mercer Dye Jr.

President / Project Manager

Mr. Dye has had over 40 years experience in the design and development of commercial and industrial projects. In recent years, he has been personally involved and concentrated on the development of aviation support facilities. These facilities include Executive Terminals, aircraft hangars MRO's and innovative maintenance facilities for some of the finest FBO and specialty operators in the industry. Mr. Dye was the prime contact in the development of a new generation of Executive, General Aviation Transient Terminals for many leading FBO's. He is an accomplished designer, estimator and design and construction project manager with experience in working in complex physical and political airport environments.

## Major Corporate Flight Support Facilities

Southern Company Services PDK
Georgia Pacific FTY
BellSouth PDK
Southwestern Bell SAT - for Raytheon Aircraft
Coca-Cola USA ATL
The Home Depot FTY
Coca Cola Enterprises FTY
Cox Enterprises, Inc. FTY
SouthTrust Bank PDK
Coral Creek Airport Hangar Boca Grande FL
CNL Hangar ORL
Wachovia Hangar PDK
Thomas Enterprises Hangars CCO
Waffle House Corporation PDK
BOAN Enterprises CQF

## General Aviation FBO Project Experience

Bohlke International-St. Thomas USVI, New FBO Development
Raytheon Aircraft Services-Van Nuys California
Mercury Aviation-Ontario, Ca. (formally Raytheon)
Mercury Aviation-Fresno California (formally Raytheon)
Atlantic Aviation-Dekalb Peachtree Airport Atlanta
Raytheon Aircraft Services-San Antonio, Texas
Midcoast Aviation-St. Louis, Mo.
United Beechcraft Miami OPF (now Miami Jet)
Flight International-Newport News Virginia
Dupage Jet Center Chicago,IL
AIRWAY Aviation, (formally AIR BP) Atlanta, Georgia
Landmark Aviation, Hartsfield (formally Atlantic Aviation) Executive Terminal ATL
Signature Flight Support (formally Raytheon) FTY
Atlantic Aviation (formally Raytheon Aircraft Services) Birmingham BHM
Raytheon Aircraft Services (formally Hartzog Aviation) Rockford IL. RFD
Media Aviation Burbank, Calif. BUR
Sky Harbour Aviation, Nassau Bahamas
Showalter Flying Service, Orlando, Fl. ORL
TACAIR (formally Krystal Aviation Chattanooga, TN) CHA
Atlantic Aviation, Addison TX ADS (Formally Mercury Air Center)
Tampa International Airport GA Master Plan TPA
Kona Jet Center FBO, North Kona, HI
Franklin Mountain FBO, El Paso, TX (ELP)



### EDUCATION

Mercer University

West Georgia University

### QUALIFICATIONS

40+ years experience in design and development of commercial and industrial projects

### ASSOCIATIONS

National Business Aviation Association

Past board member of the Fulton County Airport Association

Past Chairman of the Dekalb County Airport Advisory Board (PDK)

Past board member of the Georgia Business Aircraft Association

NFPA 409 Technical Committee for airport facilities




**PDK Atlantic Aviation FBO**
**Chamblee, Georgia**

# Cannon Reynolds, AIA, LEED AP

Managing Director / Principal in Charge

Cannon has significant professional experience focused on hospitality design, ranging from hotels and conference centers to country clubs and resorts, with a recent focus on aviation projects. Over the last 25 years, he has successfully translated hospitality and resort design concepts into a range of institutional project types and residential amenity packages for clients who want to raise the bar in their industries and markets. Cannon is recognized for his ability to shepherd clients, particularly on committee driven projects. He builds a strong consensus to develop a master plan/design that is responsive to the stakeholders' needs, to the program, to operations and to the budget. He is an authority on sustainable design and won the 2009 EarthCraft light commercial project of the year.



## Selected Works

**Kona Jet Center**
**North Kona, Hawaii**
First new world class FBO facility to be developed in the Hawaiian Islands in decades. The new corporate aviation complex will include a 7,000-sf executive terminal, two 35,000-sf hangars, and a 50,000-gallon fuel storage facility.

**Fulton County Corporate Hangar**
**Atlanta, Georgia**
12,000-sf private corporate hangar at Fulton County Airport (FTY). Also includes 2,400-sf amenity space with private offices, lobby/reception, conference room, lounge and galley kitchen.

**Sky Harbour National Prototype**
**Multiple Locations**
Developed prototype of a 12,000-sf hangar and smaller 6,400-sf hangar for national rollout including all finishes, and graphics package. Completed numerous planning and site-adapt studies.

**Ritz Carlton Beach Club**
**Sarasota, Florida**
72,000-sf facility with dining, spa and locker room amenities on the beach. The club, with structured parking, is an amenity of the Ritz Carlton Hotel in downtown Sarasota.

**Franklin Mountain FBO**
**El Paso, Texas**
New 9,800-sf FBO Executive Terminal and 23,300-sf aircraft hangar at the El Paso International Airport (ELP). Project also included cooperation with the airport civil team to jointly develop a new ramp. Parking additions at the front of the terminal include 24 covered spaces and 68 surface parking spaces.

**Cherokee Town Club Renovation**
**Atlanta, Georgia**
Architecture and master planning for the expansion and renovation of an elegant, 1921 clubhouse. The renovation expanded the 76,000-sf clubhouse to a total of 106,000 sf. Additions and renovations include: landscaped porte cochere, two outdoor dining terraces, a new bar/lounge, wine cellar, two new kitchens, fitness center, and locker rooms.

**Atlantic Aviation**
**Nashville, Tennessee**
New 12,500 sf general aviation executive terminal, 34,000 sf hangar/office complex, fuel farm and surface parking lot with 150 spaces at the Nashville International Airport (BNA). Also includes renovation of 2 existing hangars.

### EDUCATION

Master of Architecture;

Georgia Institute of Technology

Bachelor of Science, Architecture;

Georgia Institute of Technology

### QUALIFICATIONS

25 years of architecture experience

Joined NBA in 2000

Registered Architect in 18 states, including Texas

### ASSOCIATIONS

NCARB certified Architect

LEED Accredited Professional

Urban Land Institute (ULI)

American Institute of Architects

Leadership Buckhead



**Franklin Mountain FBO**
**El Paso, Texas**

# Brian Whelan, RA

Project Architect

Brian is an architect who has quickly positioned himself as a valuable asset to the firm and on his team. As a Project Architect, Brian's responsibilities will include close involvement with the project from the Pre-Design and Programming Phase through Construction Administration. He will bring his past aviation, multifamily and community center experience to this exciting development. Brian joined Niles Bolton Associates in 2013 and holds a Bachelor of Architecture degree from the University of Notre Dame.



## Selected Works

**Kona Jet Center**
**North Kona, Hawaii**
First new world class FBO facility to be developed in the Hawaiian Islands in decades. The new corporate aviation complex will include a 7,000-sf executive terminal, two 35,000-sf hangars, and a 50,000-gallon fuel storage facility.

**Sky Harbour National Prototype**
**Multiple Locations**
Developed prototype of a 12,000-sf hangar and smaller 6,400-sf hangar for national rollout including all finishes, and graphics package. Completed numerous planning and site-adapt studies.

**The Ashley Gables Buckhead**
**Atlanta, Georgia**
325-unit high-rise apartment community with sweeping views of Buckhead and downtown Atlanta skyline. 14th floor skylounge with 3-sided views, catering kitchen, private dining room and dog park. Additional amenities include: leasing office, fitness center, yoga room, theater, resort-style pool, cabanas, courtyard, boccee and projection screen for movies/events.

**Cottages on Hollywood**
**Fayetteville, Arkansas**
17,840-gsf clubhouse and ancillary buildings for University of Arkansas. Amenities include: resort-style pool, outdoor shade structures, sand volleyball, putting greens, bocce courts, hammocks, fire pits and grilling station.

**Franklin Mountain FBO**
**El Paso, Texas**
New 9,800-sf FBO Executive Terminal and 23,300-sf aircraft hangar at the El Paso International Airport (ELP). Project also included cooperation with the airport civil team to jointly develop a new ramp. Parking additions at the front of the terminal include 24 covered spaces and 68 surface parking spaces.

**Fulton County Corporate Hangar**
**Atlanta, Georgia**
12,000-sf private corporate hangar at Fulton County Airport (FTY). Also includes 2,400-sf amenity space with private offices, lobby/reception, conference room, lounge and galley kitchen.

**Atlantic Aviation**
**Boca Raton, Florida**
Multi-phase master plan for Boca Raton Airport (BCT) that includes renovated terminal/office building, new and renovated hangars and site work.

**Atlantic Aviation**
**Nashville, Tennessee**
New 12,500-sf general aviation executive terminal, 34,000-sf hangar/office complex, fuel farm and surface parking lot with 150 spaces at the Nashville International Airport (BNA). Also includes renovation of 2 existing hangars.

### EDUCATION

Bachelor of Architecture;

University of Notre Dame

### QUALIFICATIONS

8 years of architecture experience

Joined NBA in 2013

Registered Architect in Tennessee



**Sky Harbour**
**Nashville, Tennessee**




**Franklin Mountain Aviation FBO**
**El Paso, Texas**

Bobby Gonzales has over 36 years of reviewing, managing and designing projects in the El Paso area and has developed extensive experience in all aspects of land development, master planning, numerous major municipal drainage/roadway infrastructure assignments, land use mapping, street & thoroughfare design, drainage infrastructure design, park improvement projects, traffic control and circulation, and stormwater infrastructure planning, analyses and design.

These projects include the full spectrum of design tasks including studies and reports, schematics, preparation of plans, technical specifications and cost estimates (PS&E), Right-Of-Way mapping, and engineering support services during construction. Mr. Gonzales is very involved in the El Paso community, particularly in improving the region's recreational amenities and preventive health awareness.

Bobby is a former member of the City of El Paso Parks and Recreation Advisory Board. He is also a former member of the City of El Paso's Staff Implementation Committee for the Subdivision Ordinance Re-Write Committee and completed the preparation of the new Design Standards for Construction for the City of El Paso. He is currently Vice-Chair of the TxDOT Bicycle Advisory Committee for Former Chairman of the City of El Paso's Bicycle Advisory Committee and former local coordinator for the Texas Bicycle Coalition.

**Relevant Project Experience**

- Franklin Mountain Aviation – FBO & Hangar at EPIA; El Paso, TX – Prepared Grading/Drainage Plans, SWPPP, Full Spectrum of Civil Design Tasks
- El Paso International Airport Site Utility Relocations; El Paso, TX
- Amigo Air Show Parking Lot Improvements; Santa Teresa, NM - Prepared Grading/Drainage Plans, and SWPPP
- El Paso International Airport Baggage Inspection Addition/Improvements; El Paso, TX - Prepared Grading/Drainage Plans, SWPPP, Full Spectrum of Civil Design Tasks
- Region 19 Parking Garage and Conference Center at EPIA; El Paso, TX
- MountainView Regional Medical Center Helipad Design; Las Cruces, NM
- El Paso International Airport Security Project; El Paso, TX - Prepared Grading/Drainage Plans, SWPPP, Full Spectrum of Civil Design Tasks
- University of Texas at El Paso Schuster Avenue Parking Garage; El Paso, TX
- University of Texas at El Paso Campus Transformation Project; El Paso, TX



QUANTUM
engineering
consultants
incorporated



# Robert "Bobby" Gonzales

## President/Principal-In-Charge

**Years of Experience**
36

**Education**
BS, Civil Engineering, The University of Texas at El Paso

**Registration**
Professional Engineer - Texas #69920, New Mexico #26591

**Recognitions**
- El Paso ASCE Chapter Engineer of the Year, 2014
- UTEP Alumni Association Past President
- TxDOT Bicycle Advisory Committee, Vice-Chair
- UTEP Alumni Association Executive Committee
- Former City of El Paso Bicycle Advisory Committee Chairman

Estefany earned her Bachelor of Science in Civil Engineering in 2013 and continued her education to receive her Master of Science degree in Civil Engineering in 2015 from the University of Texas at El Paso. During her studies for her Master of Science degree, Ms. Ramos started as an intern at Quantum Engineering Consultants, Inc. and supported project managers through research, calculations, and CAD work on many types of projects, assisted with the development of grading/storm drainage/storm water pollution prevention plans; provided research for cost estimating; and assisted in zoning cases/construction services/drainage studies/land development projects.

Ms. Ramos gained valuable experience working on site planning/site development projects in the Dallas/Ft. Worth area. She has experience with drainage and utility design and was heavily involved in coordination with city zoning/planning departments for project approvals. She has experience serving high profile clients like Costco and Lifetime Fitness. Upon her return to El Paso at the end of 2018, Ms. Ramos rejoined Quantum Engineering and is a Project Manager and Senior Design Engineer for various site development projects for both public and private clients.

Most recently Ms. Ramos worked on the Franklin Mountain FBO project, located at the El Paso International Airport. This project included an FBO terminal, aircraft hangar, and associated parking areas. Quantum Engineering Consultants, Inc. provided grading, site utilities, drainage, and stormwater pollution prevention plan services.

**Relevant Project Experience**

- Franklin Mountain Aviation – FBO & Hangar at EPIA - El Paso, TX – Prepared Grading/Drainage Plans, SWPPP, Full Spectrum of Civil Design Tasks
- MountainView Regional Medical Center Helipad Design – Las Cruces, NM
- Region 19 Parking Garage and Conference Center at EPIA – El Paso, TX
- Mission del Paso Classroom/Laboratory Building – El Paso County Community College District, El Paso, TX
- El Paso Electric Company Operations and Safety Training Center – El Paso, TX
- Texas Oncology Grandview Renovations – El Paso, TX
- Texas Oncology Gateway Renovations – El Paso, TX
- EPISD Tennis Courts - El Paso, TX
- Padilla Street and Drainage Improvements – El Paso, TX
- YISD High School Baseball and Softball Field Improvements – El Paso, Texas
- 2016 Bond Athletic Upgrades (2020 Phase) – El Paso, TX
- New Horizon Fire Station – Horizon City, TX
- 2016 Bond Athletic Upgrades (2019 Phase) – El Paso, TX
- Darrington Drainage Improvements – Horizon City, TX
- Socorro Independent School District Football Field Lighting & Bleacher Upgrades – El Paso, TX



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# Estefany Ramos

PE

**Senior Design Engineer**

**Years of Experience**
7

**Education**
MS, Civil Engineering, The University of Texas at El Paso

BS, Civil Engineering, The University of Texas at El Paso

**Registration**
Professional Engineer - Texas #139185

**Recognitions**
ASCE Young Engineer of the Year, 2015



**Bakulesh M. Patel, PE, LEED AP**
Structural Engineer

For over 30 years, Baku Patel has been responsible for the structural analysis and design of commercial and industrial buildings as well as other unique structures. His extensive experience in the structural design of new buildings ranges from large multi-story commercial and institutional projects to smaller projects such as private residences. His engineering work on new buildings includes coordination of structural design for a variety of end users and he has worked on many LEED certified buildings ranging from Certified to Platinum level certification.

**WORK HISTORY**
President
PECGA LLC D/B/A Palmer Engineering Company
Tucker, Georgia, 1994-Present

Project Manager
Starzer & Ritchie Structural Engineers, Inc.
Atlanta, Georgia, 1990-1993

Staff Engineer
Nielsen/Uzun Structural Engineers, Inc.
Atlanta, Georgia, 1988-1990

**REGISTRATION / ACCREDITATIONS**
Registered Professional Engineer
State of Georgia, AL, AR, AZ, CO, CT, DE, FL, IA, IN, KS KY, LA, MA, MD, MI, MN, MS, NC, NH, NJ, NY, OH, PA, SC, TN, TX, UT, VA, VT, WA, WI and WV

LEED Accredited Professional
U.S. Green Building Council (USGBC)

**EDUCATION**
Georgia Institute of Technology
Master of Science,
Civil Engineering, 1988

S.P. University, India
Bachelor of Science,
Civil Engineering, 1986


www.pecga.com
Atlanta Office
3965 Habersham at Northlake, Building N
Tucker, Georgia 30084
o: (770) 908-9908/ f: (770) 908-9919

A.M. Cerra, Jr., P.E. Principal

President of AMC Consulting Engineers, Inc. Responsibilities include mechanical design, construction administration, supervision of designers and preparation of mechanical specifications.

| | |
|---|---|
| Education: | University of Virginia, Charlottesville, Virginia<br>BSME 1976, Certified in Plumbing Engineering 1984, LEED AP. |
| Registration: | Registered as a Professional Engineer in the following states: Several |
| Experience: | Forty four years in the HVAC industry. Forty one years in Consulting Engineering; Refrigeration mechanic for the University of Virginia Buildings & Grounds; Mechanical Engineer for Zimmerman, Evans & Leopold, Inc. Atlanta Georgia, Company Service Engineer at RMC Service Company, Chicago, Illinois; Mechanical Engineer, Project Engineer, Department Manager for Hartrampf/Powell Engineers, Inc. (Later Hartrampf Engineering) Atlanta, Georgia. Started AMC Consulting Engineers, Inc. in July of 1987. |
| Sarah McGhehey | Project Manager/HVAC Designer |
| Experience: | Twenty two years in commercial mechanical design. Responsible for system design, inter discipline coordination, drafting production. Employed by AMC since 2002. |
| Tony Cerra | Plumbing Designer |
| Experience: | Nine years in commercial plumbing design. Responsible for plumbing system design, drafting production and inter discipline coordination. Employed by AMC since 2012. Georgia Southern University BS 2012 |
| Logan Simon | HVAC/Plumbing Designer |
| Experience: | Six years commercial hvac & plumbing design. Employed by AMC since 2015. Kennesaw State University BSME 2016. |

PROFICIENT ENGINEERING

# RESUME

## Company Overview

Proficient Engineering is a full-service Mechanical, Electrical, & Plumbing engineering consulting firm with a diverse portfolio of over 4500 completed commercial projects. This experience includes project types such as office, mixed use, hospitality, multi-family, retail & storage, senior living, food & beverage, education, historic, recreation, medical, community and industrial projects.

Established in 2008, Proficient is led by Principals Paul Kenney, Heyoung Lee, Brian Armenta, Mike Roeder, Ron Kight and Jennifer Duchac. The leadership team combines and allocates its various experiences and skill sets in response to
each client's project requirements.

## Company Qualifications

**Registrations:**

Professional Engineer Registrations in 49 states

NCEES records available in other states

**Associations:**

- ASHRAE
- ASPE
- USGBC
- LEED AP
- NCEES
- IEEE
- NFPA
- NAIOP
- AIA Atlanta
- ULI
- ABC GA
- CMAA
- WICERS
- ETCDC
- AIA East TN
- Knoxville Chamber
- Blount Chamber
- ETN Industrial Council

**Insurance:**

Architects & Engineers Professional Liability Insurance Policy

Each Claim - $5,000,000

Aggregate - $5,000,000

Additional insurance available if required




## Heyoung Lee

*Electrical Principal*

E: hlee@proficientengineering.com

Ph: 404.330.9798 x 102


## Education

B.S. in Electrical Engineering
Virginia Tech, Blacksburg, VA

M.S. in Electrical Engineering
Purdue University, Lafayette, IN

## Experience

20 years

## Bio

Heyoung arrived by himself in the U.S. at age 15 and quickly learned to be self-sufficient. He graduated as his high school's salutatorian, even while learning to read and write English. He went on to graduate with honors from Virginia Tech while working 20 hours a week during school and 16-hour days during breaks. After earning his master's degree, Heyoung moved to Atlanta and started his engineering career. The values from Heyoung's lifelong hard work and no-nonsense approach are clearly reflected in his role with the PEI team.

PROFICIENT ENGINEERING

# RESUME

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- IEEE
- NFPA
- NAIOP
- AIA Atlanta
- ULI
- ABC GA
- CMAA
- WICERS
- ETCDC
- AIA East TN
- Knoxville Chamber
- Blount Chamber
- ETN Industrial Council

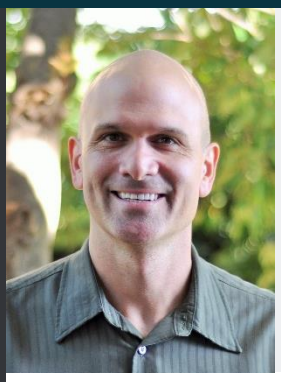
**Insurance:**

Architects & Engineers Professional Liability Insurance Policy

Each Claim - $5,000,000

Aggregate - $5,000,000

Additional insurance available if required




## Brian Armenta, PE, LEED AP

*Electrical Principal*

E: brian@proficientengineering.com

Ph: 404.330.9798 x 103


## Education

B.S. in Electrical Engineering
U.S. Coast Guard Army Academy, New London, CT

M.S. in Electrical Engineering
Georgia Institute of Technology, Atlanta, GA

## Experience

29 years

## Professional Engineer Registrations

AL, AR, AZ, CA, CO, DC, FL, GA, HI, KY, LA, MA, MD, ME, MI, MS, MN, NC, NE, NH, NM, NY, OH, PA, SC, TN, VA, WI, WV

## Memberships

Leadership in Energy and Environmental Design Accredited Professional (LEED AP), The National Council of Examiners for Engineering and Surveying (NCEES), ISO 9001 certification team member

## Bio

Brian served 15 years in the U.S. Coast Guard where he traveled to 30 countries. After leaving the service, he began his career in electrical building design and pursued increasingly senior design roles at a number of Atlanta firms where he gained an impressive breadth of experience across commercial disciplines. Most recently, he led PEI's entry into renewable energy and the design of over 15MW of photovoltaic installations. Brian is licensed as a professional engineer in more than 20 states and has served as a senior member of IEEE.

PACKET 21.138 March 28, 2023

# Design Team

## Select Experience

# DYE | NBA Aviation Firm Overview

## Firm Profile

Niles Bolton Associates (NBA) and its subsidiary, DYE | NBA Aviation, is a 150-person firm providing architecture, interior design, landscape architecture, and urban planning services. Founded in 1975, NBA has completed projects in 49 states and 16 countries. With offices in Atlanta, Georgia and Alexandria, Virginia, NBA is currently the nation's 50th leading architectural firm as ranked by Building Design & Construction. Our major markets include transportation, higher education, multifamily residential, retail, corporate and hospitality.

Our growth has been due, in large part, to an ability to understand clients' needs and to design projects meeting their requirements. For Niles Bolton Associates, success is measured not only with design awards, but by our ability to design an appropriate response to program and budget requirements, by acceptance in the market served, and by the ongoing financial reward for our clients. Throughout our 45+ year history we have developed a strong sense of regionalism in our design methodology.

## Aviation Design

For over 45 years, our aviation team has been designing award-winning facilities across the Continental United States, Hawaii, and into the Caribbean, Middle East and Asia. We have become a valued resource for transit authorities, municipalities, airports and general aviation operators who are addressing critical infrastructure needs though a range of transportation project types.

Our extensive experience in planning, permitting, operations, mixed-use development, and hospitality gives us a true understanding of how general aviation facilities can be critical drivers for the business community, economic development, and even in disaster response.

## Select Aviation and Transit Projects

**Atlantic Aviation BHM**
Birmingham, Alabama

**Atlantic Aviation BCT**
Boca Raton, Florida

**Atlantic Aviation BNA FBO**
Nashville, Tennessee

**Atlantic Aviation Corporate Hangar**
Orlando, Florida

**Aviation Fuel Storage & Dispensary Facilities**
Ft. Bragg, North Carolina

**Beckley Intermodal Gateway**
Beckley, West Virginia

**Birmingham Phase II Intermodal Facility**
Birmingham, Alabama

**Franklin Mountain Aviation FBO Terminal + New Hangar**
El Paso, Texas

**Fulton County Airport Corporate Hangar**
Atlanta, Georgia

**Greyhound Downtown Atlanta Terminal**
Atlanta, Georgia

**Kona Jet Center FBO**
North Kona, Hawaii

**Multi-Modal Transportation Center**
Athens, Georgia

**Newport News Multi-Modal Station**
Newport News, Virginia

**Sky Harbour Aviation Hangar Complex**
Nashville, Tennessee

**Sky Harbour Aviation Hangar Complex**
Denver, Colorado

**South Miami Station**
Miami, Florida

**Stone Mountain Aerial Tram & Rail Station**
Stone Mountain Park, Georgia

**Tactical Equipment & Maintenance Facility**
Hunter Army Air Field, Georgia

**Vermont / Sunset Transit Station**
Los Angeles, California









### QUICK FACTS

Named Top 50 design firm in the U.S. by Building Design + Construction for 2020

Designed transit facilities in cities across the continental United States, Hawaii, Caribbean, Middle East and Asia.

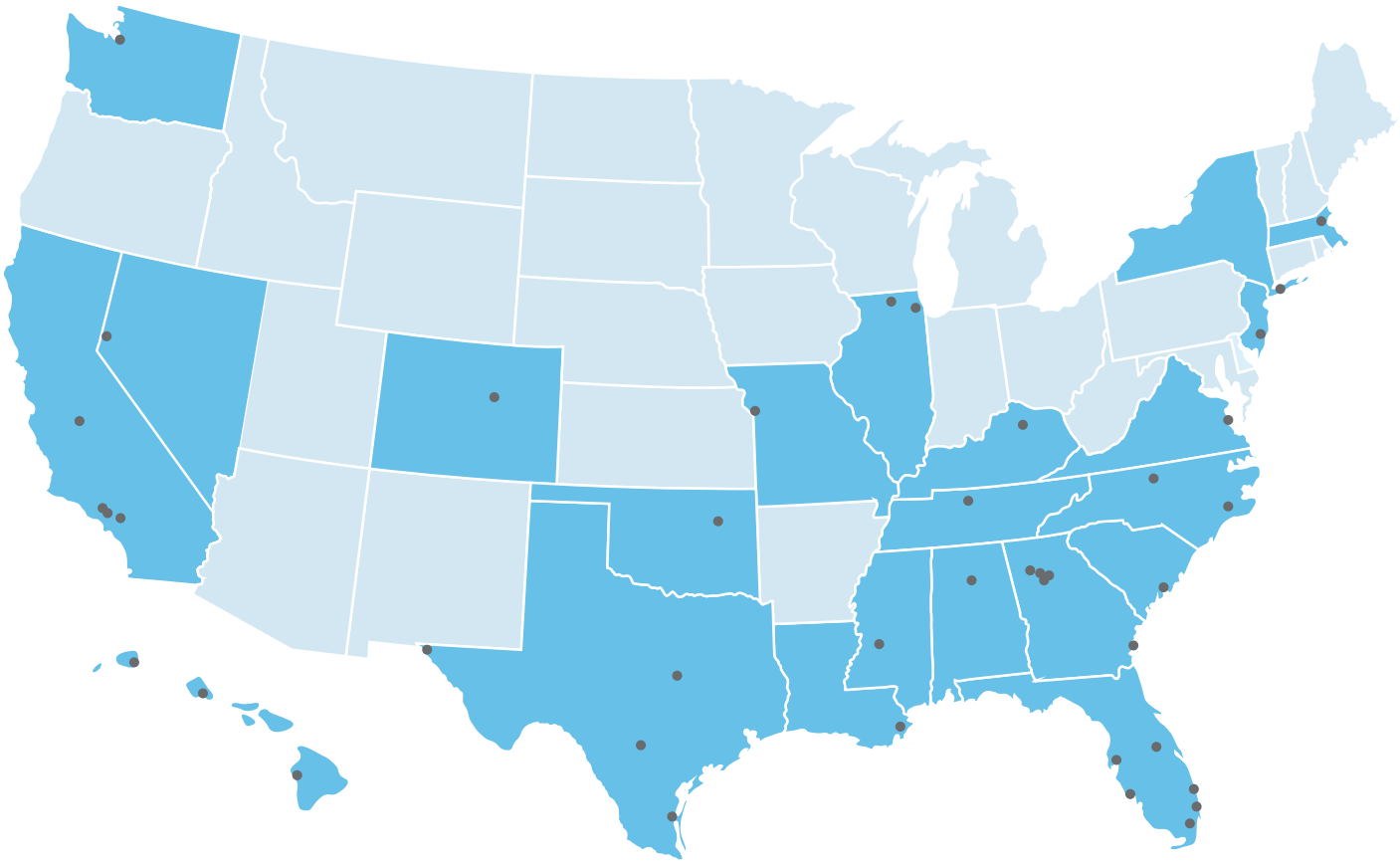
NBA has designed 5 million certified sustainable square feet (LEED, Earthcraft, SPiRiT, EnergyStar)

Projects in 49 states and 16 countries

Licensed in all 50 states

# Aviation Experience

50+ Projects | 22 States | 9 Countries



| PROJECT | LOCATION | PROJECT | LOCATION |
|---|---|---|---|
| ACT Waco Regional Airport | Waco, TX | MCO Orlando International Airport | Orlando, FL |
| ACY Atlantic City International Airport | Atlantic County, NJ | MDW Chicago Midway International Airport | Chicago, IL |
| ANU VC Bird International Airport | Antigua, BWI | MKC Charles B. Wheeler Downtown Airport | Kansas City, MO |
| APA Centennial Airport | Denver, CO | MSY Louis Armstrong New Orleans Int. Airport | Kenner, LA |
| ATL Hartsfield Jackson Atlanta Int. Airport | Atlanta, GA | MYNN Lynden Pindling International Airport | Nassau, The Bahamas |
| AXA Clayton J. Lloyd International Airport | Anguilla, BWI | OAJ Albert J. Ellis Airport | Richlands, NC |
| BCT Boca Raton Airport | Boca Raton, FL | ONT Ontario International Airport | Ontario, CA |
| BED Laurence G. Hanscom Field | Bedford, MA | PBI Palm Beach International Airport | Palm Beach, FL |
| BHM Birmingham-Shuttlesworth Int. Airport | Birmingham, AL | PDK DeKalb-Peachtree Airport | Chamblee, GA |
| BNA Nashville International Airport | Nashville, TN | PHF Newport News/Williamsburg Int. Airport | Newport News, VA |
| BUR Hollywood Burbank / Bob Hope Airport | Burbank, CA | PUJ Paulding Northwest Atlanta Airport | Dallas, GA |
| CHS Charleston International Airport | Charleston, SC | RFD Chicago Rockford International Airport | Rockford, IL |
| CRP Corpus Christi International Airport | Corpus Christi, TX | RNO Reno-Tahoe International Airport | Reno, NV |
| ELP El Paso International Airport | El Paso, TX | SAT San Antonio International Airport | San Antonio, TX |
| FA54 Coral Creek Airport | Placida, FL | SEA Seattle-Tacoma International Airport | Seattle, WA |
| FAT Fresno Yosemite International Airport | Fresno, CA | SSI McKinnon St. Simons Island Airport | St. Simons, GA |
| FRG Republic Airport | Farmingdale, NY | STT Cyril E. King Airport | St. Thomas, USVI |
| FTY Fulton County Airport - Charlie Brown Field | Atlanta, GA | STX Henry E. Rohlsen Airport | Christiansted, St. Croix |
| GSO Piedmont Triad International Airport | Greensboro, NC | TMB Miami Executive Airport | Miami, FL |
| HKJK Jomo Kenyatta International Airport | Nairobi, Kenya | TPA Tampa International Airport | Tampa, FL |
| HNL Daniel K. Inouye International Airport | Honolulu, HI | TUL Tulsa International Airport | Tulsa, OK |
| JAN Jackson-Medgar Wiley Evers Int. Airport | Jackson, MS | TUPJ Terrance B. Lettsome Int. Airport | Beef Island, BVI |
| KOA Kona International Airport | Kona, HI | VNY Vans Nuys Airport | Northridge, CA |
| LEX Blue Grass Airport | Lexington, KY | ZBAA Beijing Capital International Airport | Beijing, China |
| LIH Lihue Airport | Lihue, HI | | |

# Franklin Mountain Aviation

El Paso, Texas











Dominating the design of a private jet terminal and hangar for fixed base operator Million Air, is a large steel superstructure supporting a tensile fabric arrival canopy that cantilevers out 80 feet to allow protected covering for deplaning passengers. Located 8.5 miles from El Paso, the 9,843-sf executive terminal and 23,383-sf hangar provide a new level of luxury for highflyers. The deluxe aviation terminal features a cafe, pilot's lounge, snooze rooms, flight planning room and a multimedia conference space. The pre-engineered metal hangar has a 5-panel, rolling-door system with a maximum clear opening of 120 feet and room on one side for future offices.

## PROJECT INFORMATION

Client - Franklin Mountain Management

New 9,800 sf FBO Executive Terminal & 23,300 sf aircraft hangar at El Paso International Airport (ELP) operated by Million Air. Design includes 10,000 sf arrival canopy, 24 covered parking spaces and 68 surface parking spaces. Team coordinated with the airport on a new ramp for the project and planned for future, second phase hangar.

Contractor - Jordan Foster Construction

Specific cost information is confidential but total budget was over $10,000,000

## AWARDS

2021 ABC Excellence in Construction Award, Commercial: $10 - $25 Million Category

# PDK Airport FBO

Chamblee, Georgia















## PROJECT INFORMATION

Client - Atlantic Aviation

New FBO with executive terminal and new hangars. Scope also included leasehold master planning and construction manager services.

30,000 sf; 1 story

Contractor - Pro Building Systems

Specific cost information is confidential but total budget was over $20,000,000

# Fulton County Corporate Hangar

Atlanta, Georgia







*December 2020*

For this new, private corporate hangar at Atlanta's Charlie Brown Field, DYE I NBA Aviation opted to clad the main structure in a horizonal insulated panel accented with a modern applied stone base. To provide greater visual interest, a unique in-cut design and stair-stepped linear windows wrap around the corners of the building. Complimenting the main structure, is a support area covered in an architectural metal panel system. The building sports 12,000 sf of hangar space and 3,766 sf of area for offices, a conference room, lounge, galley and storage for aircraft care and maintenance.

## PROJECT INFORMATION

New 12,000 sf private corporate hangar at Fulton County Airport (FTY) with 2,400 sf office that includes: lobby/reception, 3 private offices, conference room, lounge, and galley kitchen

Contractor - Pro Building Systems

Contract cost of work approx. 4,800,000; Actual cost of work approx. $4,600,000

# Sky Harbour BNA

Nashville, TN





Where can you park and protect your personal jet? The answer is Sky Harbour's private hangars. DYE I NBA Aviation has designed a series of nine 12,000-sf hangars in two building that allow each client to have their own distinct space, ensuring no other planes can impede comings and goings. The facility also provides 1600 sf of office space, lounge, kitchen, storage area and even a laundry. A 2,100-sf building houses all of the ground service equipment and an area for line service support.

## PROJECT INFORMATION

Client - Sky Harbour, LLC

Nine new 12,000 sf hangars, each with 1,600 sf of office. Three additional 6,400 sf hangars, each with 960 sf of office. Office areas include a lounge, galley kitchen and restrooms. Project also included a new proposed apron.

Approx. 145,000 total sf; 1 story

Contractor - Dunn Building Company

# PDK Airport Corporate Hangar

Chamblee, Georgia







## PROJECT INFORMATION

Two new 12,000 sf hangars with 3,000 sf office

Contractor - Pro Building Systems

# Corporate Flight Department

Atlanta, Georgia













## PROJECT INFORMATION

New Corporate Flight Department with 34,000 sf hangar deck and 23,000 sf of support and flight operation including departure lounge, cafe kitchen, catering kitchen, corporate conference center, drone shop, maintenance shop, crew lounge, disaster control center, offices and administrative support.

57,000 sf; 2 stories

Project is in design development and no contractor has been selected yet.

# Atlantic Aviation Birmingham

Birmingham, Alabama









## PROJECT INFORMATION

Client - Atlantic Aviation

New overhauled and expanded West Executive Terminal with car drop-off and new 41,500 sf heavy duty ramp. New East ramp Executive Terminal with car drop-off. Existing hangers to be renovated on both sides.

Project is in schematic design and no contractor has been selected yet.

# Additional Experience

Various Locations















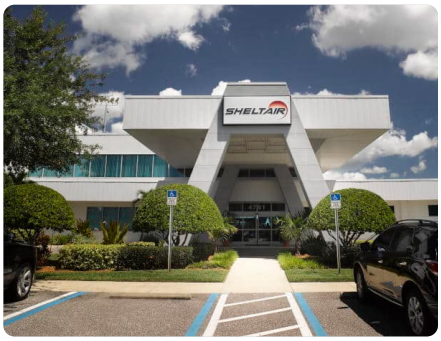


# Additional Experience

Various Locations














# Aviation Experience: DYE | NBA Aviation

**Hangars**

Our team has developed hundreds of thousands of square feet of hangars. Hangar door systems run the gamut in cost and quality. There are few things worse than getting the owner's multi-million-dollar aircraft stuck behind a hangar door because a two-dollar cotter pin failed. From the start, we get the details right, whether it's a Plain Jane storage hangar or a high-activity maintenance, repair, and overhaul (MRO) facility.

We know the NFPA 409 standards inside and out, including how to design hangars that will have low or no fire suppression costs, which can add more than fifty percent to the cost of your hangar. We'll make your construction dollars go farther with durable, attractive and cost-effective hangars.

**FBO - Executive Terminals**

The General Aviation Executive Terminal is the front door to the business and economic community in most cities and towns. It is what many high-end investors see first. Initial impressions are critical for these people looking to invest in new opportunities. FBO terminals also greet and support the needs of a wide variety of the flying public using General Aviation. Medical flight operators, leisure travelers and business executives all depend on the excellent services provided by FBO operators and their facilities. Our team has been in the business of designing, developing and even owning FBOs for more than 25 years. Our projects span the country and into the Caribbean.

Our company takes time to understand our clients' goals and budgets before design ever begins. It is our top priority to design Executive Terminals that support the FBO's employees in providing consistent service and excellence at an affordable cost. We design efficiency and safety into our buildings, which translates into fewer people required to provide first-class customer service. We know how to provide designs that are uniquely memorable and of high quality with exceptional durability, while at the same time consistently meeting our clients' goals and working within their budget requirements. No other team has more diverse experience in developing General Aviation FBO terminals.

**Corporate Flight Departments**

Corporations invest heavily in their corporate aircraft and in return expect crew and equipment to be prepared to safely complete every mission. Understanding the typical mission is key. Our team has developed corporate flight departments for more than 25 years. We understand our clients' need for efficiency, safety and privacy. We understand what business aviation is all about. From extremely large, international public companies to small, single-aircraft flight departments, designing the right facility to meet budgets and goals is critical. Passenger (PAX) support space is vital to many corporate facilities. Quiet, clean and tasteful spaces are critical to beginning and ending a successful flight. Our team finds the right balance between image, quality and cost. We offer solutions based on years of experience.

# Aviation Experience: Proficient Engineering

Proficient Engineering has experience with a wide range of project types such as office, mixed use, hospitality, multi-family, retail & storage, senior living, food & beverage, medical, community, education, historic, industrial, and aviation.

In the aviation sector, Proficient has completed several projects for differing airline companies. The scopes of these jobs include meeting the companies' guidelines for the MEP systems design of hangars, offices, and support buildings.

Heyoung Lee was the electrical engineer for many aviation projects prior to starting Proficient Engineering with the partners. Jacksonville Air National Guard Fueling Facility, San Juan International Airport Fueling Facility and Osan Air Force Base South Korea are a few of the projects Heyoung Lee was the lead electrical engineer.

# Aviation Experience: Quantum Engineering Consultants, Inc.

Quantum Engineering Consultants, Inc. provides a broad spectrum of professional civil engineering, urban planning, and sustainability services. Our team has over 100 years of combined experience in design projects related to transportation, drainage, park improvements, low impact design, water and wastewater, educational and institutional facilities design, and residential, commercial, aviation, and industrial development. Services include stormwater hydraulic/hydrology modeling, master planning, land use mapping, drainage infrastructure modeling and design, park improvement projects, educational/ institutional facilities design, grading and drainage, traffic management projects, traffic control and circulation, and utility infrastructure design. Projects for City of El Paso, El Paso International Airport, other municipalities, school districts, and University of Texas System have included, but not limited to, subsurface utility engineering, forensic engineering, access feasibility studies, and wayfinding studies/design. These projects included the full spectrum of design tasks including studies/ reports, surveys, schematics, preparation of plans, technical specifications and cost estimates.

Quantum has extensive experience in construction management services including periodic site visits to observe the project progress and verify that construction is in accordance with the approved plans and specifications. We also review, for approval, all product submittals and shop drawings; review and recommend approval of pay requests; and provide clarifications or interpretations to project contract documents. At the time of "substantial completion," Quantum performs project inspections and prepares a "punch list" of items to be completed prior to final project acceptance. Our team also performs final project inspection for recommending project acceptance.

Most recently, Quantum was part of the design team for the Franklin Mountain FBO located at the EL Paso International Airport (EPIA) in El Paso, Texas. This project consisted of a 9,800 SF FBO Terminal, 23,300 SF of aircraft hangar and associated parking and landscape areas. Quantum prepared all necessary construction documents for the civil site design of this project and handled construction phase services. Quantum is currently working on the design of a new helipad in Las Cruces, New Mexico for MountainView Regional Medical Center.

We go beyond the problem-solving roles of traditional engineering firms and provide custom solutions based on total project understanding. Quantum is committed to providing first-class service to our clients, under-budget and on-time delivery every time.

# Aviation Experience: Palmer Engineering Company

Palmer Engineering Company is a full service structural engineering consulting firm. Founded in 1978, the company is now in it's 41st year of business and continues to serve clients by putting their needs first.

At Palmer Engineering Company, we enjoy unique projects with uncommon challenges and multiple materials. Our client base consists of repeat business and referrals. We focus our efforts on the quality of our work, customer service, and the enrichment of our staff. Our growing portfolio includes many projects in adaptive re-use, automotive, industrial, residential and hospitality sector.

PEC maintains registrations in over 34 states, as well as the US Virgin Islands, and holds NCEES records. A list of aviation projects from the last 10 years is included below:

| Project: | Architect: | Location: |
|---|---|---|
| ELP - Franklin Mountain Aviation | DYE \| NBA Aviation | El Paso, TX |
| FTY Corporate Hangar | DYE \| NBA Aviation | Atlanta, GA |
| Sky Harbour BNA | DYE \| NBA Aviation | Nashville, TN |
| Atlantic Aviation | DYE \| NBA Aviation | Boca Raton, FL |
| PDK Airport Corporate Hangar | Dye Aviation Facilities Architecture | Atlanta, GA |
| PDK Atlantic FBO | Dye Aviation Facilities Architecture | Atlanta, GA |

# City Council Meeting

**Item Number:** 22

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Tina Jauz, Assistant City Manager

**Subject:** **RESOLUTION AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH C. HODGES DEVELOPMENT SERVICES, L.P., AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE (THE "AGREEMENT") REGARDING A CERTAIN TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"); SAID PROPERTY BEING LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 (THE "REINVESTMENT ZONE"); SAID REINVESTMENT ZONE BEING LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158; THE OWNER OF THE PROPERTY AND THE APPLICANT FOR TAX ABATEMENT BEING C. HODGES DEVELOPMENT SERVICES, L.P.; THE IMPROVEMENTS INCLUDED IN THE AGREEMENT BEING GENERALLY DESCRIBED AS BUILDING(S) CONTAINING AT LEAST 55,000 SQUARE FEET OF SPACE TO BE USED FOR RETAIL USES, RESTAURANT USES, AND OTHER SERVICES AND USES ASSOCIATED THEREWITH; THE ESTIMATED COST OF SAID IMPROVEMENTS BEING NOT LESS THAN $15,000,000.00; AND DIRECTING THE CITY MANAGER TO DELIVER A WRITTEN NOTICE OF THE CITY'S INTENTION TO ENTER INTO THE AGREEMENT, OR ENSURE THAT SUCH A NOTICE HAS BEEN DELIVERED, TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH APPROPRIATE TAXING UNIT AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT (DISTRICT 4) (CITY MANAGER)**

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**Purpose:**

Consider a resolution authorizing the execution of a tax abatement agreement with C. Hodges Development Services, L.P., as authorized by Chapter 312 of the Texas Tax Code (the "Agreement") regarding a certain tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"); said Property being located

within Tax Abatement Reinvestment Zone Number 2023-01 (the “Reinvestment Zone”); said Reinvestment Zone being located at the northwest corner of the intersection of State Highway 191 and State Highway 158; the owner of the Property and the applicant for tax abatement being C. Hodges Development Services, L.P.; the improvements included in the Agreement being generally described as a building containing at least 55,000 square feet of retail and restaurant space; the estimated cost of said improvements being not less than $15,000,000.00; and directing the City Manager to deliver a written notice of the City’s intention to enter into the Agreement, or ensure that such a notice has been delivered, to the presiding officer of the governing body of each appropriate taxing unit at least seven days prior to the execution of the Agreement.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Currently no fiscal impact.

**Discussion:**

C. Hodges Development Services is seeking a ten-year property tax abatement from the City of Midland for a planned retail development in Northwest Midland, more specifically, north of Highway 191 and east of Highway 158. The proposed agreement includes a 100% abatement for years one & two, 80% abatement for years three & four, 60% abatement for years five & six, 40% abatement for years seven & eight, and a 20% abatement for years nine & ten. The 11.578 acre site is currently undeveloped.

Improvements to the site, at a minimum, will include one or more buildings containing a total of 55,000 square feet of space to be used for retail. Property use is limited to general retail, including a restaurant, and commercial and recreational uses such as the sale, display, service, and storage of boats, recreational vehicles, off-road vehicles, all-terrain vehicles and a gun, archery and/or golf range.

On April 24, 2001, the City of Midland elected to be eligible to participate in tax abatement and more recently, on November 15, 2022, established the City's guidelines and criteria for Tax Abatement Agreements in accordance with Chapter 312 of the Texas Tax Code.

In a certified letter, mailed on March 21, the City notified all other taxing entities of the proposed abatement, and date for consideration by the City Council. Included in the letter was a copy of the proposed agreement.

Morris Williams Jr.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH C. HODGES DEVELOPMENT SERVICES, L.P., AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE (THE "AGREEMENT") REGARDING A CERTAIN TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"); SAID PROPERTY BEING LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 (THE "REINVESTMENT ZONE"); SAID REINVESTMENT ZONE BEING LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158; THE OWNER OF THE PROPERTY AND THE APPLICANT FOR TAX ABATEMENT BEING C. HODGES DEVELOPMENT SERVICES, L.P.; THE IMPROVEMENTS INCLUDED IN THE AGREEMENT BEING GENERALLY DESCRIBED AS BUILDING(S) CONTAINING AT LEAST 55,000 SQUARE FEET OF SPACE TO BE USED FOR RETAIL USES, RESTAURANT USES, AND OTHER SERVICES AND USES ASSOCIATED THEREWITH; THE ESTIMATED COST OF SAID IMPROVEMENTS BEING NOT LESS THAN $15,000,000.00; AND DIRECTING THE CITY MANAGER TO DELIVER A WRITTEN NOTICE OF THE CITY'S INTENTION TO ENTER INTO THE AGREEMENT, OR ENSURE THAT SUCH A NOTICE HAS BEEN DELIVERED, TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH APPROPRIATE TAXING UNIT AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT**

**WHEREAS**, by Resolution No. 2001-129, approved by the City Council on April 24, 2001, the City elected to be eligible to participate in tax abatement; and

**WHEREAS**, by Resolution No. 2022-162, approved by the City Council on November 15, 2022, the City established Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City; and

**WHEREAS**, by Ordinance No. 10359, approved by the City Council on January 10, 2023, an area of the City was designated as Tax Abatement Reinvestment Zone Number 2023-01; and

**WHEREAS**, Tax Abatement Reinvestment Zone Number 2023-01 was established by the City to maintain and/or enhance the economic and employment base in the City; and

**WHEREAS**, C. Hodges Development Services, L.P. proposes to enter into a tax abatement agreement with the City as authorized by Chapter 312 of the Texas Tax Code (the "Agreement"), said Agreement to be in a form substantially similar to Exhibit "A", which is attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the terms of the Agreement and the property subject to the Agreement meet and satisfy the Guidelines and Criteria and the requirements of all applicable laws and ordinances; and

**WHEREAS**, public notice of the meeting at which this resolution is being considered has been given in accordance with all applicable laws; and

**WHEREAS**, all procedural requirements necessary for the approval of the Agreement have been complied with and satisfied;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the recitals stated above and the recitals stated in the Agreement are hereby adopted and approved.

**SECTION TWO**. That the City Manager is hereby authorized and directed to deliver a written notice of the City's intention to enter into the Agreement, or ensure that such a notice has been delivered, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located at least seven days prior to the execution of the Agreement. The notice shall include a copy of the Agreement.

**SECTION THREE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest respectively, on behalf of the City of Midland, the Agreement at least seven days after a written notice of the City's intention to enter into the Agreement has been delivered to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a special meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

## CHAPTER 312
## TAX ABATEMENT AGREEMENT

***BETWEEN***

**CITY OF MIDLAND, TEXAS**
***AND***
**C. HODGES DEVELOPMENT SERVICES, L.P.**

This Chapter 312 Tax Abatement Agreement (this "Agreement") is entered into between the **City of Midland, Texas,** a Texas home rule municipality (the "City") and **C. Hodges Development Services, L.P.,** a Texas limited partnership (along with its successors and permitted assigns, collectively, "Owner"). Owner and the City may sometimes be referred to jointly herein as the "Parties," and individually as a "Party."

## RECITALS

**WHEREAS,** in accordance with the provisions of Chapter 312 of the Texas Tax Code, the City, pursuant to Resolution No. 2001-129 approved by the City Council on April 24, 2001, elected to be eligible to participate in tax abatement, and, pursuant to Resolution No. 2022-162 approved by the City Council on November 15, 2022, and less than two years prior to the date of this Agreement, established the City's Guidelines and Criteria for Tax Abatement Agreements; and

**WHEREAS,** Owner owns or will own certain Land (defined herein) located in the City; and

**WHEREAS,** Owner will construct or cause the construction of the Project, as defined herein, on the Land, within Tax Abatement Reinvestment Zone Number 2023-01, the designation of which the City Council approved by Ordinance No. 10359 on January 10, 2023 (the "Zone"); and

**WHEREAS**, Owner has requested consideration of tax abatement for certain property pursuant to the Texas Tax Code and the City's Guidelines and Criteria for Tax Abatement Agreements; and

**NOW, THEREFORE,** in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

## ARTICLE 1.
## Authority; Tax Abatement

**1.1** This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code Chapter 312, by the City's Guidelines and Criteria for Tax Abatement Agreements, and by Ordinance No. 10359.

**1.2** Subject to the terms and conditions of this Agreement, the City hereby grants Owner the abatement of the City's incremental ad valorem real property taxes on the Land and all

improvements located on the Land, based on the increase in the Certified Appraised Value of the Land and all improvements located on the Land over their values on the tax roll of the Midland Central Appraisal District (the "Appraisal District") for the 2023 tax year (which is the year in which the Parties entered into this Agreement) in accordance with the percentages as described in the attached **Exhibit A** (the "Abatement").

**1.3** During the period of tax abatement herein authorized, Owner shall be subject to all City taxation not abated, except to the extent granted abatement of same by separate agreement, procedure or law.

## ARTICLE 2.
## Definitions

As used in this Agreement, the following words or phrases shall have the following meanings:

**2.1** **"Abatement Term"** has the meaning ascribed to that term in Article 3.

**2.2** **"Abatement"** has the meaning ascribed to that term in Article 1.2.

**2.3** **"Appraisal District"** has the meaning ascribed to that term in Article 1.2.

**2.4** **"Business Day"** shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" hereunder shall mean calendar days.

**2.5** **"Certified Appraised Value"** means the appraised value of the Eligible Property (or portion thereof), as certified by the Appraisal District as of January 1 of each year in which the Abatement is granted.

**2.6** **"Completion Date"** means the date the Project receives a final certificate of occupancy for one or more buildings on the Land.

**2.7** **"Cure Period"** has the meaning ascribed to that term in Article 5.2.

**2.8** **"Effective Date"** means March 28, 2023.

**2.9** **"Eligible Property"** means the Land and any improvements located thereon owned or leased by Owner located within the Zone for which taxes will be abated under this Agreement by the City.

**2.10** **"Event of Default"** has the meaning ascribed to that term in Article 5.1.

**2.11** **"Force Majeure"** has the meaning ascribed to that term in Article 7.4.

**2.12** **"Land"** means the real property more fully described in the attached **Exhibit B**.

**2.13** **"Major Retailer"** means Bass Pro Outdoor World, L.L.C., a Missouri limited liability company, or any affiliated or related entity of Bass Pro Outdoor World, L.L.C. (collectively, "Bass Pro"), doing business as "Bass Pro Shops", "Bass Pro Shops Outpost" or such

other trade name as may be adopted by Bass Pro from time to time for all or any portion of its retail or commercial stores which are, as of the Effective Date, operated under the "Bass Pro Shops" or "Bass Pro Shops Outpost" trade name.

**2.14 "Project"** means improvements to the Land which, at a minimum, shall consist of one or more buildings containing, in total, at least 55,000 square feet of space to be used for retail use(s) (which may include restaurant use(s)) and may include other services and uses associated therewith as determined by the Major Retailer and as further set forth herein, and which, from and after initial occupancy, shall be occupied by the Major Retailer (except in the event of temporary shut downs, renovations, remodeling, upgrades, adding new service lines, re-tenanting, re-branding, repair, and temporary cessation of operations of a similar nature, or to the extent of an event of Force Majeure or casualty).

**2.15 "Tax Abatement Commencement Date"** has the meaning ascribed to that term in Article 3.

**2.16 "Term"** has the meaning ascribed to that term in Article 3.

**2.17 "Zone"** has the meaning ascribed to that term in the Recitals.

## ARTICLE 3.
## Term

The term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the Abatement Term, unless sooner terminated in accordance with the terms hereof ("Term"). The period of Abatement herein authorized shall be for a maximum of 10 years, beginning on the Tax Abatement Commencement Date and continuing until the tenth (10th) anniversary of the Tax Abatement Commencement Date (the "Abatement Term"), unless the Agreement is canceled or terminated prior to the expiration of the Abatement Term. The "Tax Abatement Commencement Date" shall be January 1 of the year following the year in which the Completion Date occurs.

## ARTICLE 4.
## Conditions

**4.1** Notwithstanding any provision in this Agreement to the contrary, Owner has no obligation hereunder to construct the Project or any portion thereof. The following are, however, conditions that must be satisfied in order for Owner to receive the Abatement:

**4.1.1** Owner shall construct or cause to be constructed the Project on the Land.

**4.1.2** At a time scheduled by Owner during Owner's normal business hours and following at least ten (10) calendar days' prior written notice to Owner, but no more than once during any three-month period, Owner shall provide access to and authorize inspection of the Eligible Property by City employees to ensure that the improvements or repairs associated with the Project are made according to the specifications and conditions

of this Agreement. Owner shall have the right to require that any representative of the City be escorted by a representative or security personnel of Owner during any such inspection, and Owner shall be able to exercise its sole discretion in scheduling a requested inspection so as not to interfere with any ongoing business operations on the Land.

**4.1.3** During the Abatement Term, Owner shall limit the uses of the Eligible Property to general retail use(s) (including restaurant), and other services and uses associated therewith, which may expressly include but not be limited to the following, all of which are consistent with the general purpose of encouraging development or redevelopment of the Zone: commercial and recreational uses such as the sale, display, service and storage of boats, recreational vehicles, off-road vehicles and all-terrain vehicles; the conducting of educational seminars or other special events; recreational activities; and a gun, archery and/or golf range.

**4.1.4** Upon written request, except as provided in Article 4.1.5 hereof, Owner shall provide to the Chief Appraiser of the Appraisal District and the City Manager of the City any and all information reasonably necessary for administration of the tax abatement granted herein. Nothing herein shall limit the ability of any party with standing to contest the valuation of Eligible Property.

**4.1.5** For any year during the Abatement Term, Owner shall timely submit an application for property tax abatement exemption to the Appraisal District and the City Manager of the City each year or as requested by the Appraisal District in the form of that attached hereto as **Exhibit C** or a form substantially similar thereto. If Owner fails to submit the application in any year of the Abatement Term, Owner will not be eligible for the Abatement in such year, but shall be eligible in future years in which it submits the application. For the avoidance of doubt, Owner's failure to submit an application as required by and in accordance with this Article 4.1.5 shall not constitute a breach or default of this Agreement; however, the submission of the application in accordance with this Article 4.1.5 is a condition to Owner's receipt of the Abatement for each applicable year of the Abatement Term.

**4.2** The City and Owner each represent and warrant that, to the best of their knowledge, none of the Eligible Property subject to tax abatement under this Agreement is owned or leased by a member of the City of Midland's City Council or a member of the City of Midland's Planning and Zoning Commission.

**4.3** Owner may assign this Agreement, in whole or in part, to the Major Retailer without any further approval or consent by the City, but upon written notice to the City. Other than the Major Retailer, the Owner may not assign or transfer the Agreement, in whole or in part, to any person or entity without first receiving the City's written approval thereof. The issue of whether to grant such approval shall be in the City's sole discretion. Within thirty (30) days following Owner's assignment of this Agreement, whether in whole or in part, Owner shall provide written notice to City of such assignment, which shall include, at a minimum, a copy of the instrument(s) memorializing the assignment and the assignee's name and mailing address.

## ARTICLE 5.
## Default; Recapture of Tax Revenue

**5.1** The following shall constitute an "Event of Default" by Owner:

**5.1.1** A breach of any of the material terms or conditions of this Agreement, subject to Force Majeure and the Cure Period.

**5.2** Upon an Event of Default by Owner, the City shall notify Owner in writing of the specific default referencing this Agreement and identifying the default and curative action required to cure the same. Owner shall have sixty (60) days from receipt of the aforementioned notice in which to cure any such default, or if the default cannot reasonably be cured within such sixty (60) day period, and if Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the Owner shall have such additional amount of time as is reasonably necessary to effect cure up to an additional one hundred twenty (120) days, or longer period authorized by the City Council of the City ("Cure Period"). The City Council of the City may authorize the execution of an amendment to this Agreement with Owner to extend the Cure Period or to otherwise modify the Agreement.

**5.3** If Owner fails to cure the Event of Default within the Cure Period or any other extension to the Cure Period agreed to by the Parties, as applicable, then the City Council of the City, in the City Council's sole discretion, may cancel or modify the Agreement if the Event of Default continues by providing written Notice to Owner. Except as set forth in Article 5.4 herein, the City's termination of the Agreement in accordance with this Article 5.3 shall be the City's sole remedy for an Event of Default by Owner.

**5.4** In the event that the Agreement is canceled in accordance with this Article 5 due to Owner's breach of Article 4.1.1, or terminated in accordance with Article 7.6 after the Tax Abatement Commencement Date, the City shall be entitled to recapture, and may recover, all or any part of the taxes abated at any time under this Agreement. Owner shall pay to the City such previously abated taxes within 30 days of the City's written demand therefor. Any taxes not paid timely shall bear interest at the rate of 12% annually. Additionally, the City shall have the right to pursue any and all remedies allowed under Texas law, except as limited pursuant to the terms of this Agreement. For the avoidance of doubt, if this Agreement is terminated in accordance with Article 7.6 prior to the Tax Abatement Commencement Date, such termination shall not constitute an Event of Default hereunder and neither Party shall have any obligation to the other Party from and after such a termination.

## ARTICLE 6.
## Owner's Covenants, Warranties, Obligations and Duties

Owner makes the following covenants and representations to City, to the best of its knowledge, and agrees to timely and fully perform the following obligations and duties, subject to the terms, provisions and conditions hereof, including without limitation Force Majeure and the Cure Period. Any false statement contained herein, failure to timely and fully perform as required in this Agreement, or failure to comply with any covenant or representation shall constitute an Event of Default by Owner, subject to Force Majeure and the Cure Period set forth in Article 5

hereof.

**6.1** Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term.

**6.2** The execution of this Agreement has been duly authorized by Owner, the individual signing this Agreement is empowered to execute such Agreement and bind the entity, and said authorization, signing and binding effect is not in contravention of the provisions of Owner's organizational documents.

**6.3** If Owner elects to develop the Project or a portion thereof, subject to its right to contest by appropriate proceedings, Owner shall comply with the applicable City ordinances in connection with its construction of the Project and any infrastructure within the Project, as applicable.

**6.4** If Owner elects to develop the Project or portion thereof, Owner shall obtain any necessary licenses, permits or approvals for the Project, and will maintain all such necessary licenses and permits, to the extent required by law.

**6.5** If Owner elects to develop the Project, as a condition to receipt of the Abatement as provided herein, Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

**6.6** During the Abatement Term, Owner agrees not to knowingly employ any undocumented workers, as that term is defined by Section 2264.001(4) of the Texas Government Code, in violation of 8 U.S.C. Section 1324a. In the event that Owner is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Owner, Owner shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the value of the Abatement received by Owner hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum. For the purposes of this Article 6.6, "Simple Interest" is defined as a rate of interest applied only to an original value, in this case the aggregate value of Abatement received by Owner pursuant to this Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement received hereunder and is not applied to interest calculated. For example, if the value of the Abatement received by Owner hereunder is $10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be $10,000 + [5 x ($10,000 x 0.04)], which is $12,000. This Article 6.6 does not apply to violations of any subsidiary or other affiliate of Owner, any franchisees of Owner, or any person or entity with whom Owner contracts.

## **ARTICLE 7.**
## **Miscellaneous Provisions**

**7.1** **Complete Agreement/Amendment.** This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement.

This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement by the City and Owner.

**7.2 Representations and Warranties.** The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

**7.3 RELEASE. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF OWNER PURSUANT TO THIS AGREEMENT. OWNER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE CITY PURSUANT TO THIS AGREEMENT.**

**7.4 Force Majeure.** All obligations of Owner and City (excluding monetary obligations and the City's abatement of taxes per the terms of this Agreement) shall be subject to events of "Force Majeure" which shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy; war; riot; civil commotion; insurrection; adverse weather; government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party) resulting in changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable, and any delay in issuance of necessary permits by any governmental authority having jurisdiction, including unreasonable delays by the City (based on the then-current workload of the City department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Land and the Project, but excluding delays due to work conditions that violate applicable codes and regulations; fires; explosions; floods; strikes; slowdowns or work stoppages; shortage or unavailability of supplies, materials, or labor; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; utility delays or interruptions; any force majeure event or excusable delay under the general contractor's construction contract; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not. If an event of Force Majeure occurs, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

**7.5 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

**7.6 Termination.** If Owner elects not to proceed with the development of the Project as contemplated by this Agreement, Owner shall notify the City in writing thereof, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.

**7.7 Notice.** Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, with return receipt requested; (ii) by depositing the Notice with an overnight courier service (such as, by way of example but not limitation, U.S. Express Mail, Federal Express or Purolator) with instructions for delivery on the next Business Day; (iii) by personal delivery of the Notice to the Party that provides a return receipt showing the date of actual delivery of the same to the addressee; or (iv) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i), (ii), or (iii), each addressed as reflected below. Notice deposited in the mail in the manner specified in subsection (i) above will be effective two (2) Business Days after deposit. Notice given in the manner specified in subsections (ii), (iii), or (iv) above will be effective upon receipt. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to OWNER: C. Hodges Development Services, L.P.
13642 Omega Road
Dallas, Texas 75244
Attn: Charles Hodges

With a copy to: Berger and Street Law PLLC
4445 Alpha Road, Suite 113
Dallas, Texas 75244
Attn: Christi Berger

If to CITY: City of Midland
300 N. Loraine, 3rd Floor
Midland, Texas 79701
Attn: City Manager

With a copy to: City Attorney
300 N. Loraine, 3rd Floor
Midland, Texas 79701

All Parties may designate a different address at any time by giving Notice to the other Party in one of the manners specified above.

**7.8 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

**7.9 Relationship of the Parties**. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the City, nor their past, present or future officers, elected officials, employees or agents, assumes any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

**7.10 Applicable Law.** This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Midland County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

**7.11 INDEMNITY. OWNER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL CITY OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY 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 OR INTENTIONAL ACT OF OWNER, ITS AGENTS OR EMPLOYEES, OR ITS CONTRACTORS OR SUBCONTRACTORS, ARISING OUT OF, OR RESULTING FROM, OWNER'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND OWNER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST THE CITY OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF THE CITY AS A RESULT THEREOF, INCLUDING REASONABLE ATTORNEY FEES; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR INTENTIONAL ACT OF THE CITY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES, AND IN THE EVENT OF ANY SUCH NEGLIGENCE OR INTENTIONAL ACT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

**NOTWITHSTANDING ARTICLE 7.13 BELOW, TO THE EXTENT PERMITTED BY LAW, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF OWNER'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, 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 OR INTENTIONAL ACT OF THE CITY, ITS AGENTS OR EMPLOYEES, OR ITS CONTRACTORS OR SUBCONTRACTORS, ARISING OUT OF, OR RESULTING FROM, THE CITY'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND THE CITY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST THE OWNER OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF THE OWNER; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR INTENTIONAL ACT OF OWNER, ITS OFFICERS, AGENTS**

**AND/OR EMPLOYEES, AND IN THE EVENT OF ANY SUCH NEGLIGENCE OR INTENTIONAL ACT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

**7.12 Legal Action.** 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 attorney fees to which the prevailing party might otherwise be entitled.

**BY EXECUTING THIS AGREEMENT, OWNER AND CITY EACH AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. OWNER AND CITY SPECIFICALLY AGREE THAT IF EITHER PARTY 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, CITY AND OWNER AGREE TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH EITHER PARTY MIGHT OTHERWISE BE ENTITLED.**

**OWNER AND CITY AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. OWNER AND CITY ACKNOWLEDGE THAT EACH PARTY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. OWNER AND CITY FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND OWNER. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**OWNER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**7.13 Limited Waiver of Immunity; Governmental Immunity**. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement

and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement. Except as otherwise provided herein, by executing this Agreement, the City is not waiving its right of governmental immunity.

**7.14 Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**7.15 Paragraph Headings**. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

**7.16 No Third Party Beneficiaries.** This Agreement is personal to Owner and the City and not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

**7.17 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

**7.18 Compliance.** Owner agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent said statute applies to this Agreement. For instructions on how to comply with Texas Local Government Code Section 176.006, please go to https://www.ethics.state.tx.us/forms/conflict.

**7.19 Estoppel**. Any Party shall, at any time upon reasonable request by the other Party, provide an estoppel certificate or similar document evidencing that, to the best of the Party's knowledge, this Agreement is in full force and effect, that no default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), the status of completion of any improvements, and/or any other obligations set forth in this Agreement.

*[SIGNATURE PAGES FOLLOW]*

**EXECUTED** to be effective as of the Effective Date.

**OWNER:**

C. Hodges Development Services, L.P.,
a Texas limited partnership

By: _____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
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 that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of C. Hodges Development Services, L.P., a Texas limited partnership, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of _____

**CITY:**

City of Midland, Texas,
a Texas home rule municipality

By: _____
Robert Patrick
City Manager

ATTEST:

_____
Marcia Bentley-German
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Patrick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the City of Midland, Texas, a Texas home rule municipality
in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of _____

## EXHIBIT A TO TAX ABATEMENT AGREEMENT

| TAX YEAR | ELIGIBLE PROPERTY PERCENTAGE EXEMPTED |
|---|---|
| 1st Year | 100% |
| 2nd Year | 100% |
| 3nd Year | 80% |
| 4th Year | 80% |
| 5th Year | 60% |
| 6th Year | 60% |
| 7th Year | 40% |
| 8th Year | 40% |
| 9th Year | 20% |
| 10th Year | 20% |

# EXHIBIT B TO TAX ABATEMENT AGREEMENT

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

**FIELD NOTE DESCRIPTION:**

**FIELD NOTE DESCRIPTION OF A 11.578 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME LAND AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**COMMENCING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80-FOOT-WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR" AND BEING THE SOUTHWEST CORNER OF A CALLED 7.573 ACRE TRACT IN DOCUMENT NUMBER 2018-31010 OF SAID "OPR", **THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 724.82 FEET TO A "TYPE I" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** S.71°08'16"W., ALONG SAID RIGHT-OF-WAY, 80.97 FEET TO A POINT THAT BEARS S.14°44'01"E., 0.31 FEET FROM A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WAI 5714" (WAI) FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°44'01"W., ACROSS SAID TRACT SEVEN, 742.30 FEET TO A "WAI" FOUND FOR THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF N.22°58'18"W., 62.86 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE 63.08 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION HEREOF;

**THENCE** N.79°38'54"W., 30.25 TO A "WAI" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** N.30°32'30"W., 99.89 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION AND THE POINT OF CURVATURE FOR A CURVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET AND A CHORD BEARING AND DISTANCE OF N.45°10'40"E., 271.48 FEET FOR THE NORTHWEST CORNER HEREOF;

**THENCE** ALONG THE ARC OF SAID CURVE 274.32 FEET TO A "WAI" FOUND FOR A POINT OF TANGENCY HEREOF;

**THENCE** N.30°55'14"E., 384.19 FEET TO A ONE HALF INCH IRON ROD FOUND FOR A CUTBACK CORNER HEREOF;

**THENCE** N.14°40'14"W., 28.28 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, BEING THE NORTHEAST LINE OF SAID "TRACT SEVEN" THAT BEARS S.69°42'03"W., 0.23 FEET FROM A ONE HALF INCH IRON ROD, FOR THE NORTH CORNER HEREOF;

**THENCE** S.59°05'27"E., ALONG SAID TRACT SEVEN AND SAID RIGHT OF WAY, A DISTANCE OF 120.15 FEET TO A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET FOR THE NORTH NORTHEAST CORNER HEREOF;

**THENCE** S.30°54'15"W., A DISTANCE OF 300.00 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.59°05'27"E., A DISTANCE OF 360.96 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

**THENCE** S.75°36'12"W., A DISTANCE OF 439.06 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.14°27'48"E., A DISTANCE OF 361.42 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** N.75°17'17"E., 111.11 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.28 FEET AND A CHORD BEARING AND DISTANCE OF S.81°27'48"E., 93.96 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 96.48 FEET TO THE POINT OF REVERSE CURVE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 80.16 FEET AND A CHORD BEARING AND DISTANCE OF S.81°49'24"E., 62.67 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT, 64.39 FEET TO THE POINT OF TANGENCY;

**THENCE** N.75°09'54"E., 204.33 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 181.73 FEET AND A CHORD BEARING AND DISTANCE OF S.88°38'41"E., 94.32 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 95.41 FEET TO THE POINT OF REVERSE CURVE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 130.81 FEET AND A CHORD BEARING AND DISTANCE OF S.87°44'33"E., 69.20 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT, 70.04 FEET TO THE POINT OF TANGENCY;

**THENCE** N.75°09'02"E., 62.21 FEET TO A POINT ON THE WEST LINE OF SAID CALLED 80 FOOT EASEMENT FOR AN INTERIOR CORNER HEREOF;

**THENCE** ALONG AND ACROSS SAID DRAINAGE EASEMENT THE FOLLOWING 4 CALLS:

1.) N.14°42'47"W., A DISTANCE OF 5.21 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

2.) N.75°16'29"E., A DISTANCE OF 79.54 FEET TO AN "RPC" SET FOR A CORNER HEREOF;

3.) S.14°42'04"E., A DISTANCE OF 80.00 FEET TO AN "RPC" SET FOR A CORNER HEREOF;

4.) S.75°16'29"W., A DISTANCE OF 79.52 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.14°42'47"E., CONTINUING ALONG SAID EASEMENT, 245.61 FEET TO THE **POINT OF BEGINNING**, CONTAINING 11.578 ACRES OF LAND.

*BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.99989836 1, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82.*




February 23, 2023

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

Texas Comptroller of Public Accounts | Form 50-116

# Application for Property Tax Abatement Exemption

Appraisal District Name | Phone *(area code and number)*

Appraisal District, Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code Section 11.28. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

**FILING INSTRUCTIONS:** This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

**APPLICATION DEADLINES:** The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

**ANNUAL APPLICATION REQUIRED:** An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

**OTHER IMPORTANT INFORMATION**

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying.

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? . . . . . ☐ Yes ☐ No

## SECTION 1: Property Owner/Applicant

The applicant is the following type of property owner: *(check one)*:

☐ Individual ☐ Partnership ☐ Corporation ☐ Other *(specify)*:

Name of Property Owner | Driver's License, Personal I.D. Certificate Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Phone *(area code and number)* | Email Address**

Mailing Address of Property Owner *(if different from the physical address provided above)*:

Mailing Address, City, State, ZIP Code

## SECTION 2: Authorized Representative

**If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.**

Please indicate the basis for your authority to represent the property owner in filing this application:

☐ Officer of the company ☐ General Partner of the company ☐ Attorney for property owner

☐ Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162

☐ Other and explain basis: _____

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

_____ _____

Name of Authorized Representative | Driver's License, Personal I.D. Certificate or Social Security Number*

_____ _____ _____

Title of Authorized Representative | Primary Phone Number *(area code and number)* | Email Address**

_____

Mailing Address, City, State, ZIP Code

## SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

_____

Physical Address *(i.e. street address, not P.O. Box)*, City, State, ZIP Code

Appraisal district account number *(if known)* _____

Legal Description:

Was a wind-powered energy device installed or constructed:

- on a parcel of real property under an abatement agreement;
- at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and
- on or after Sept. 1, 2017? . . . . . ☐ Yes ☐ No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? . . ☐ Yes ☐ No

## SECTION 4: Taxing Units that have Agreed to Abate Taxes

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

_____ _____

_____ _____

_____ _____

## SECTION 5: Abatement(s) Questions

1. Is this a continuation of an existing abatement agreement? . . . . . ☐ Yes ☐ No

2. Are the terms and duration of each taxing unit's agreement different or identical? . . . . . ☐ Different ☐ Identical

   If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.

   If identical, please describe the nature of the abatement agreements for this year by completing the following:

   ☐ Lump sum exemption of $_____

   ☐ Percentage exemption of _____ %

   ☐ Other *(Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.)*

3. Does the agreement abate taxes on personal property? . . . . . ☐ Yes ☐ No

4. Are you in compliance with the agreement? . . . . . ☐ Yes ☐ No

   If no, attach a statement explaining the reason for noncompliance.

## SECTION 6: Additional Required Documentation

The following documents must be included with this application.

- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
- a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
- a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

## SECTION 7: Certification and Signature

**NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT: If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.**

I, _____, swear or affirm the following:
Printed Name of Property Owner or Authorized Representative

1. that each fact contained in this application is true and correct;
2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
3. that I have read and understand the *Notice Regarding Penalties for Making or Filing an Application Containing a False Statement*.

**sign here** ➧ _____ _____
Signature of Property Owner or Authorized Representative | Date

* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

**CHAPTER 312**
**TAX ABATEMENT AGREEMENT**

***BETWEEN***

**CITY OF MIDLAND, TEXAS**
***AND***
**C. HODGES DEVELOPMENT SERVICES, L.P.**

This Chapter 312 Tax Abatement Agreement (this "Agreement") is entered into between the **City of Midland, Texas,** a Texas home rule municipality (the "City") and **C. Hodges Development Services, L.P.,** a Texas limited partnership (along with its successors and permitted assigns, collectively, "Owner"). Owner and the City may sometimes be referred to jointly herein as the "Parties," and individually as a "Party."

## RECITALS

**WHEREAS,** in accordance with the provisions of Chapter 312 of the Texas Tax Code, the City, pursuant to Resolution No. 2001-129 approved by the City Council on April 24, 2001, elected to be eligible to participate in tax abatement, and, pursuant to Resolution No. 2022-162 approved by the City Council on November 15, 2022, and less than two years prior to the date of this Agreement, established the City's Guidelines and Criteria for Tax Abatement Agreements; and

**WHEREAS,** Owner owns or will own certain Land (defined herein) located in the City; and

**WHEREAS,** Owner will construct or cause the construction of the Project, as defined herein, on the Land, within Tax Abatement Reinvestment Zone Number 2023-01, the designation of which the City Council approved by Ordinance No. 10359 on January 10, 2023 (the "Zone"); and

**WHEREAS**, Owner has requested consideration of tax abatement for certain property pursuant to the Texas Tax Code and the City's Guidelines and Criteria for Tax Abatement Agreements; and

**NOW, THEREFORE,** in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

## ARTICLE 1.
## Authority; Tax Abatement

**1.1** This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code Chapter 312, by the City's Guidelines and Criteria for Tax Abatement Agreements, and by Ordinance No. 10359.

**1.2** Subject to the terms and conditions of this Agreement, the City hereby grants Owner the abatement of the City's incremental ad valorem real property taxes on the Land and all

improvements located on the Land, based on the increase in the Certified Appraised Value of the Land and all improvements located on the Land over their values on the tax roll of the Midland Central Appraisal District (the "Appraisal District") for the 2023 tax year (which is the year in which the Parties entered into this Agreement) in accordance with the percentages as described in the attached **Exhibit A** (the "Abatement").

**1.3** During the period of tax abatement herein authorized, Owner shall be subject to all City taxation not abated, except to the extent granted abatement of same by separate agreement, procedure or law.

## ARTICLE 2.
## Definitions

As used in this Agreement, the following words or phrases shall have the following meanings:

**2.1** **"Abatement Term"** has the meaning ascribed to that term in Article 3.

**2.2** **"Abatement"** has the meaning ascribed to that term in Article 1.2.

**2.3** **"Appraisal District"** has the meaning ascribed to that term in Article 1.2.

**2.4** **"Business Day"** shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" hereunder shall mean calendar days.

**2.5** **"Certified Appraised Value"** means the appraised value of the Eligible Property (or portion thereof), as certified by the Appraisal District as of January 1 of each year in which the Abatement is granted.

**2.6** **"Completion Date"** means the date the Project receives a final certificate of occupancy for one or more buildings on the Land.

**2.7** **"Cure Period"** has the meaning ascribed to that term in Article 5.2.

**2.8** **"Effective Date"** means March 28, 2023.

**2.9** **"Eligible Property"** means the Land and any improvements located thereon owned or leased by Owner located within the Zone for which taxes will be abated under this Agreement by the City.

**2.10** **"Event of Default"** has the meaning ascribed to that term in Article 5.1.

**2.11** **"Force Majeure"** has the meaning ascribed to that term in Article 7.4.

**2.12** **"Land"** means the real property more fully described in the attached **Exhibit B**.

**2.13** **"Major Retailer"** means Bass Pro Outdoor World, L.L.C., a Missouri limited liability company, or any affiliated or related entity of Bass Pro Outdoor World, L.L.C. (collectively, "Bass Pro"), doing business as "Bass Pro Shops", "Bass Pro Shops Outpost" or such

other trade name as may be adopted by Bass Pro from time to time for all or any portion of its retail or commercial stores which are, as of the Effective Date, operated under the "Bass Pro Shops" or "Bass Pro Shops Outpost" trade name.

**2.14 "Project"** means improvements to the Land which, at a minimum, shall consist of one or more buildings containing, in total, at least 55,000 square feet of space to be used for retail use(s) (which may include restaurant use(s)) and may include other services and uses associated therewith as determined by the Major Retailer and as further set forth herein, and which, from and after initial occupancy, shall be occupied by the Major Retailer (except in the event of temporary shut downs, renovations, remodeling, upgrades, adding new service lines, re-tenanting, re-branding, repair, and temporary cessation of operations of a similar nature, or to the extent of an event of Force Majeure or casualty).

**2.15 "Tax Abatement Commencement Date"** has the meaning ascribed to that term in Article 3.

**2.16 "Term"** has the meaning ascribed to that term in Article 3.

**2.17 "Zone"** has the meaning ascribed to that term in the Recitals.

## ARTICLE 3.
## Term

The term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the Abatement Term, unless sooner terminated in accordance with the terms hereof ("Term"). The period of Abatement herein authorized shall be for a maximum of 10 years, beginning on the Tax Abatement Commencement Date and continuing until the tenth (10th) anniversary of the Tax Abatement Commencement Date (the "Abatement Term"), unless the Agreement is canceled or terminated prior to the expiration of the Abatement Term. The "Tax Abatement Commencement Date" shall be January 1 of the year following the year in which the Completion Date occurs.

## ARTICLE 4.
## Conditions

**4.1** Notwithstanding any provision in this Agreement to the contrary, Owner has no obligation hereunder to construct the Project or any portion thereof. The following are, however, conditions that must be satisfied in order for Owner to receive the Abatement:

**4.1.1** Owner shall construct or cause to be constructed the Project on the Land.

**4.1.2** At a time scheduled by Owner during Owner's normal business hours and following at least ten (10) calendar days' prior written notice to Owner, but no more than once during any three-month period, Owner shall provide access to and authorize inspection of the Eligible Property by City employees to ensure that the improvements or repairs associated with the Project are made according to the specifications and conditions

of this Agreement. Owner shall have the right to require that any representative of the City be escorted by a representative or security personnel of Owner during any such inspection, and Owner shall be able to exercise its sole discretion in scheduling a requested inspection so as not to interfere with any ongoing business operations on the Land.

**4.1.3** During the Abatement Term, Owner shall limit the uses of the Eligible Property to general retail use(s) (including restaurant), and other services and uses associated therewith, which may expressly include but not be limited to the following, all of which are consistent with the general purpose of encouraging development or redevelopment of the Zone: commercial and recreational uses such as the sale, display, service and storage of boats, recreational vehicles, off-road vehicles and all-terrain vehicles; the conducting of educational seminars or other special events; recreational activities; and a gun, archery and/or golf range.

**4.1.4** Upon written request, except as provided in Article 4.1.5 hereof, Owner shall provide to the Chief Appraiser of the Appraisal District and the City Manager of the City any and all information reasonably necessary for administration of the tax abatement granted herein. Nothing herein shall limit the ability of any party with standing to contest the valuation of Eligible Property.

**4.1.5** For any year during the Abatement Term, Owner shall timely submit an application for property tax abatement exemption to the Appraisal District and the City Manager of the City each year or as requested by the Appraisal District in the form of that attached hereto as **Exhibit C** or a form substantially similar thereto. If Owner fails to submit the application in any year of the Abatement Term, Owner will not be eligible for the Abatement in such year, but shall be eligible in future years in which it submits the application. For the avoidance of doubt, Owner's failure to submit an application as required by and in accordance with this Article 4.1.5 shall not constitute a breach or default of this Agreement; however, the submission of the application in accordance with this Article 4.1.5 is a condition to Owner's receipt of the Abatement for each applicable year of the Abatement Term.

**4.2** The City and Owner each represent and warrant that, to the best of their knowledge, none of the Eligible Property subject to tax abatement under this Agreement is owned or leased by a member of the City of Midland's City Council or a member of the City of Midland's Planning and Zoning Commission.

**4.3** Owner may assign this Agreement, in whole or in part, to the Major Retailer without any further approval or consent by the City, but upon written notice to the City. Other than the Major Retailer, the Owner may not assign or transfer the Agreement, in whole or in part, to any person or entity without first receiving the City's written approval thereof. The issue of whether to grant such approval shall be in the City's sole discretion. Within thirty (30) days following Owner's assignment of this Agreement, whether in whole or in part, Owner shall provide written notice to City of such assignment, which shall include, at a minimum, a copy of the instrument(s) memorializing the assignment and the assignee's name and mailing address.

## ARTICLE 5.
## Default; Recapture of Tax Revenue

**5.1** The following shall constitute an "Event of Default" by Owner:

**5.1.1** A breach of any of the material terms or conditions of this Agreement, subject to Force Majeure and the Cure Period.

**5.2** Upon an Event of Default by Owner, the City shall notify Owner in writing of the specific default referencing this Agreement and identifying the default and curative action required to cure the same. Owner shall have sixty (60) days from receipt of the aforementioned notice in which to cure any such default, or if the default cannot reasonably be cured within such sixty (60) day period, and if Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the Owner shall have such additional amount of time as is reasonably necessary to effect cure up to an additional one hundred twenty (120) days, or longer period authorized by the City Council of the City ("Cure Period"). The City Council of the City may authorize the execution of an amendment to this Agreement with Owner to extend the Cure Period or to otherwise modify the Agreement.

**5.3** If Owner fails to cure the Event of Default within the Cure Period or any other extension to the Cure Period agreed to by the Parties, as applicable, then the City Council of the City, in the City Council's sole discretion, may cancel or modify the Agreement if the Event of Default continues by providing written Notice to Owner. Except as set forth in Article 5.4 herein, the City's termination of the Agreement in accordance with this Article 5.3 shall be the City's sole remedy for an Event of Default by Owner.

**5.4** In the event that the Agreement is canceled in accordance with this Article 5 due to Owner's breach of Article 4.1.1, or terminated in accordance with Article 7.6 after the Tax Abatement Commencement Date, the City shall be entitled to recapture, and may recover, all or any part of the taxes abated at any time under this Agreement. Owner shall pay to the City such previously abated taxes within 30 days of the City's written demand therefor. Any taxes not paid timely shall bear interest at the rate of 12% annually. Additionally, the City shall have the right to pursue any and all remedies allowed under Texas law, except as limited pursuant to the terms of this Agreement. For the avoidance of doubt, if this Agreement is terminated in accordance with Article 7.6 prior to the Tax Abatement Commencement Date, such termination shall not constitute an Event of Default hereunder and neither Party shall have any obligation to the other Party from and after such a termination.

## ARTICLE 6.
## Owner's Covenants, Warranties, Obligations and Duties

Owner makes the following covenants and representations to City, to the best of its knowledge, and agrees to timely and fully perform the following obligations and duties, subject to the terms, provisions and conditions hereof, including without limitation Force Majeure and the Cure Period. Any false statement contained herein, failure to timely and fully perform as required in this Agreement, or failure to comply with any covenant or representation shall constitute an Event of Default by Owner, subject to Force Majeure and the Cure Period set forth in Article 5

hereof.

**6.1** Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term.

**6.2** The execution of this Agreement has been duly authorized by Owner, the individual signing this Agreement is empowered to execute such Agreement and bind the entity, and said authorization, signing and binding effect is not in contravention of the provisions of Owner's organizational documents.

**6.3** If Owner elects to develop the Project or a portion thereof, subject to its right to contest by appropriate proceedings, Owner shall comply with the applicable City ordinances in connection with its construction of the Project and any infrastructure within the Project, as applicable.

**6.4** If Owner elects to develop the Project or portion thereof, Owner shall obtain any necessary licenses, permits or approvals for the Project, and will maintain all such necessary licenses and permits, to the extent required by law.

**6.5** If Owner elects to develop the Project, as a condition to receipt of the Abatement as provided herein, Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

**6.6** During the Abatement Term, Owner agrees not to knowingly employ any undocumented workers, as that term is defined by Section 2264.001(4) of the Texas Government Code, in violation of 8 U.S.C. Section 1324a. In the event that Owner is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Owner, Owner shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the value of the Abatement received by Owner hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum. For the purposes of this Article 6.6, "Simple Interest" is defined as a rate of interest applied only to an original value, in this case the aggregate value of Abatement received by Owner pursuant to this Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement received hereunder and is not applied to interest calculated. For example, if the value of the Abatement received by Owner hereunder is $10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be $10,000 + [5 x ($10,000 x 0.04)], which is $12,000. This Article 6.6 does not apply to violations of any subsidiary or other affiliate of Owner, any franchisees of Owner, or any person or entity with whom Owner contracts.

## ARTICLE 7.
## Miscellaneous Provisions

**7.1 Complete Agreement/Amendment.** This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement.

This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement by the City and Owner.

**7.2 Representations and Warranties.** The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

**7.3 RELEASE. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF OWNER PURSUANT TO THIS AGREEMENT. OWNER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE CITY PURSUANT TO THIS AGREEMENT.**

**7.4 Force Majeure.** All obligations of Owner and City (excluding monetary obligations and the City's abatement of taxes per the terms of this Agreement) shall be subject to events of "Force Majeure" which shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy; war; riot; civil commotion; insurrection; adverse weather; government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party) resulting in changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable, and any delay in issuance of necessary permits by any governmental authority having jurisdiction, including unreasonable delays by the City (based on the then-current workload of the City department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Land and the Project, but excluding delays due to work conditions that violate applicable codes and regulations; fires; explosions; floods; strikes; slowdowns or work stoppages; shortage or unavailability of supplies, materials, or labor; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; utility delays or interruptions; any force majeure event or excusable delay under the general contractor's construction contract; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not. If an event of Force Majeure occurs, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

**7.5 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

**7.6 Termination.** If Owner elects not to proceed with the development of the Project as contemplated by this Agreement, Owner shall notify the City in writing thereof, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.

**7.7 Notice.** Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, with return receipt requested; (ii) by depositing the Notice with an overnight courier service (such as, by way of example but not limitation, U.S. Express Mail, Federal Express or Purolator) with instructions for delivery on the next Business Day; (iii) by personal delivery of the Notice to the Party that provides a return receipt showing the date of actual delivery of the same to the addressee; or (iv) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i), (ii), or (iii), each addressed as reflected below. Notice deposited in the mail in the manner specified in subsection (i) above will be effective two (2) Business Days after deposit. Notice given in the manner specified in subsections (ii), (iii), or (iv) above will be effective upon receipt. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to OWNER: C. Hodges Development Services, L.P.
13642 Omega Road
Dallas, Texas 75244
Attn: Charles Hodges

With a copy to: Berger and Street Law PLLC
4445 Alpha Road, Suite 113
Dallas, Texas 75244
Attn: Christi Berger

If to CITY: City of Midland
300 N. Loraine, 3rd Floor
Midland, Texas 79701
Attn: City Manager

With a copy to: City Attorney
300 N. Loraine, 3rd Floor
Midland, Texas 79701

All Parties may designate a different address at any time by giving Notice to the other Party in one of the manners specified above.

**7.8 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

**7.9 Relationship of the Parties**. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the City, nor their past, present or future officers, elected officials, employees or agents, assumes any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

**7.10 Applicable Law.** This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Midland County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

**7.11 INDEMNITY. OWNER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL CITY OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY 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 OR INTENTIONAL ACT OF OWNER, ITS AGENTS OR EMPLOYEES, OR ITS CONTRACTORS OR SUBCONTRACTORS, ARISING OUT OF, OR RESULTING FROM, OWNER'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND OWNER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST THE CITY OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF THE CITY AS A RESULT THEREOF, INCLUDING REASONABLE ATTORNEY FEES; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR INTENTIONAL ACT OF THE CITY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES, AND IN THE EVENT OF ANY SUCH NEGLIGENCE OR INTENTIONAL ACT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

**NOTWITHSTANDING ARTICLE 7.13 BELOW, TO THE EXTENT PERMITTED BY LAW, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF OWNER'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, 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 OR INTENTIONAL ACT OF THE CITY, ITS AGENTS OR EMPLOYEES, OR ITS CONTRACTORS OR SUBCONTRACTORS, ARISING OUT OF, OR RESULTING FROM, THE CITY'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND THE CITY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST THE OWNER OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF THE OWNER; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR INTENTIONAL ACT OF OWNER, ITS OFFICERS, AGENTS**

**AND/OR EMPLOYEES, AND IN THE EVENT OF ANY SUCH NEGLIGENCE OR INTENTIONAL ACT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

**7.12 Legal Action.** 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 attorney fees to which the prevailing party might otherwise be entitled.

**BY EXECUTING THIS AGREEMENT, OWNER AND CITY EACH AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. OWNER AND CITY SPECIFICALLY AGREE THAT IF EITHER PARTY 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, CITY AND OWNER AGREE TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH EITHER PARTY MIGHT OTHERWISE BE ENTITLED.**

**OWNER AND CITY AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. OWNER AND CITY ACKNOWLEDGE THAT EACH PARTY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. OWNER AND CITY FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND OWNER. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**OWNER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**7.13 Limited Waiver of Immunity; Governmental Immunity**. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement

and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement. Except as otherwise provided herein, by executing this Agreement, the City is not waiving its right of governmental immunity.

**7.14 Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**7.15 Paragraph Headings**. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

**7.16 No Third Party Beneficiaries.** This Agreement is personal to Owner and the City and not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

**7.17 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

**7.18 Compliance.** Owner agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent said statute applies to this Agreement. For instructions on how to comply with Texas Local Government Code Section 176.006, please go to https://www.ethics.state.tx.us/forms/conflict.

**7.19 Estoppel**. Any Party shall, at any time upon reasonable request by the other Party, provide an estoppel certificate or similar document evidencing that, to the best of the Party's knowledge, this Agreement is in full force and effect, that no default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), the status of completion of any improvements, and/or any other obligations set forth in this Agreement.

*[SIGNATURE PAGES FOLLOW]*

**EXECUTED** to be effective as of the Effective Date.

**OWNER:**

C. Hodges Development Services, L.P.,
a Texas limited partnership

By: _____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
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 that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of C. Hodges Development Services, L.P., a Texas limited partnership, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of _____

**CITY:**

City of Midland, Texas,
a Texas home rule municipality

By: _____
Robert Patrick
City Manager

ATTEST:

_____
Marcia Bentley-German
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Patrick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the City of Midland, Texas, a Texas home rule municipality
in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of _____

## EXHIBIT A TO TAX ABATEMENT AGREEMENT

| TAX YEAR | ELIGIBLE PROPERTY PERCENTAGE EXEMPTED |
|---|---|
| 1st Year | 100% |
| 2nd Year | 100% |
| 3nd Year | 80% |
| 4th Year | 80% |
| 5th Year | 60% |
| 6th Year | 60% |
| 7th Year | 40% |
| 8th Year | 40% |
| 9th Year | 20% |
| 10th Year | 20% |

# EXHIBIT B TO TAX ABATEMENT AGREEMENT

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

**FIELD NOTE DESCRIPTION:**

**FIELD NOTE DESCRIPTION OF A 11.578 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME LAND AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**COMMENCING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80-FOOT-WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR" AND BEING THE SOUTHWEST CORNER OF A CALLED 7.573 ACRE TRACT IN DOCUMENT NUMBER 2018-31010 OF SAID "OPR", **THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 724.82 FEET TO A "TYPE I" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** S.71°08'16"W., ALONG SAID RIGHT-OF-WAY, 80.97 FEET TO A POINT THAT BEARS S.14°44'01"E., 0.31 FEET FROM A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WAI 5714" (WAI) FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°44'01"W., ACROSS SAID TRACT SEVEN, 742.30 FEET TO A "WAI" FOUND FOR THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF N.22°58'18"W., 62.86 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE 63.08 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION HEREOF;

**THENCE** N.79°38'54"W., 30.25 TO A "WAI" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** N.30°32'30"W., 99.89 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION AND THE POINT OF CURVATURE FOR A CURVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET AND A CHORD BEARING AND DISTANCE OF N.45°10'40"E., 271.48 FEET FOR THE NORTHWEST CORNER HEREOF;

**THENCE** ALONG THE ARC OF SAID CURVE 274.32 FEET TO A "WAI" FOUND FOR A POINT OF TANGENCY HEREOF;

**THENCE** N.30°55'14"E., 384.19 FEET TO A ONE HALF INCH IRON ROD FOUND FOR A CUTBACK CORNER HEREOF;

**THENCE** N.14°40'14"W., 28.28 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, BEING THE NORTHEAST LINE OF SAID "TRACT SEVEN" THAT BEARS S.69°42'03"W., 0.23 FEET FROM A ONE HALF INCH IRON ROD, FOR THE NORTH CORNER HEREOF;

**THENCE** S.59°05'27"E., ALONG SAID TRACT SEVEN AND SAID RIGHT OF WAY, A DISTANCE OF 120.15 FEET TO A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET FOR THE NORTH NORTHEAST CORNER HEREOF;

**THENCE** S.30°54'15"W., A DISTANCE OF 300.00 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.59°05'27"E., A DISTANCE OF 360.96 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

**THENCE** S.75°36'12"W., A DISTANCE OF 439.06 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.14°27'48"E., A DISTANCE OF 361.42 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** N.75°17'17"E., 111.11 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.28 FEET AND A CHORD BEARING AND DISTANCE OF S.81°27'48"E., 93.96 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 96.48 FEET TO THE POINT OF REVERSE CURVE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 80.16 FEET AND A CHORD BEARING AND DISTANCE OF S.81°49'24"E., 62.67 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT, 64.39 FEET TO THE POINT OF TANGENCY;

**THENCE** N.75°09'54"E., 204.33 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 181.73 FEET AND A CHORD BEARING AND DISTANCE OF S.88°38'41"E., 94.32 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 95.41 FEET TO THE POINT OF REVERSE CURVE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 130.81 FEET AND A CHORD BEARING AND DISTANCE OF S.87°44'33"E., 69.20 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT, 70.04 FEET TO THE POINT OF TANGENCY;

**THENCE** N.75°09'02"E., 62.21 FEET TO A POINT ON THE WEST LINE OF SAID CALLED 80 FOOT EASEMENT FOR AN INTERIOR CORNER HEREOF;

**THENCE** ALONG AND ACROSS SAID DRAINAGE EASEMENT THE FOLLOWING 4 CALLS:

1.) N.14°42'47"W., A DISTANCE OF 5.21 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

2.) N.75°16'29"E., A DISTANCE OF 79.54 FEET TO AN "RPC" SET FOR A CORNER HEREOF;

3.) S.14°42'04"E., A DISTANCE OF 80.00 FEET TO AN "RPC" SET FOR A CORNER HEREOF;

4.) S.75°16'29"W., A DISTANCE OF 79.52 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.14°42'47"E., CONTINUING ALONG SAID EASEMENT, 245.61 FEET TO THE **POINT OF BEGINNING**, CONTAINING 11.578 ACRES OF LAND.

*BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.99989836 1, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82.*




February 23, 2023

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

**EXHIBIT C TO TAX ABATEMENT AGREEMENT**

Texas Comptroller of Public Accounts | Form 50-116

# Application for Property Tax Abatement Exemption

Appraisal District Name

Phone *(area code and number)*

Appraisal District, Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code Section 11.28. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

**FILING INSTRUCTIONS:** This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

**APPLICATION DEADLINES:** The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

**ANNUAL APPLICATION REQUIRED:** An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

**OTHER IMPORTANT INFORMATION**

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying.

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? . . . . . ☐ Yes ☐ No

## SECTION 1: Property Owner/Applicant

The applicant is the following type of property owner: *(check one)*:

☐ Individual ☐ Partnership ☐ Corporation ☐ Other *(specify)*:

Name of Property Owner

Driver's License, Personal I.D. Certificate Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Phone *(area code and number)*

Email Address**

Mailing Address of Property Owner *(if different from the physical address provided above)*:

Mailing Address, City, State, ZIP Code

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website: comptroller.texas.gov/taxes/property-tax

50-116 • 12-17/15

## SECTION 2: Authorized Representative

**If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.**

Please indicate the basis for your authority to represent the property owner in filing this application:

☐ Officer of the company ☐ General Partner of the company ☐ Attorney for property owner

☐ Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162

☐ Other and explain basis: _____

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

_____ _____

Name of Authorized Representative | Driver's License, Personal I.D. Certificate or Social Security Number*

_____ _____ _____

Title of Authorized Representative | Primary Phone Number *(area code and number)* | Email Address**

_____

Mailing Address, City, State, ZIP Code

## SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

_____

Physical Address *(i.e. street address, not P.O. Box)*, City, State, ZIP Code

Appraisal district account number *(if known)* _____

Legal Description:

Was a wind-powered energy device installed or constructed:

- on a parcel of real property under an abatement agreement;
- at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and
- on or after Sept. 1, 2017? . . . . . ☐ Yes ☐ No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? . . ☐ Yes ☐ No

## SECTION 4: Taxing Units that have Agreed to Abate Taxes

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

_____ _____

_____ _____

_____ _____

## SECTION 5: Abatement(s) Questions

1. Is this a continuation of an existing abatement agreement? . . . . . ☐ Yes ☐ No

2. Are the terms and duration of each taxing unit's agreement different or identical? . . . . . ☐ Different ☐ Identical

   If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.

   If identical, please describe the nature of the abatement agreements for this year by completing the following:

   ☐ Lump sum exemption of $_____

   ☐ Percentage exemption of _____ %

   ☐ Other *(Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.)*

3. Does the agreement abate taxes on personal property? . . . . . ☐ Yes ☐ No

4. Are you in compliance with the agreement? . . . . . ☐ Yes ☐ No

   If no, attach a statement explaining the reason for noncompliance.

## SECTION 6: Additional Required Documentation

The following documents must be included with this application.

- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
- a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
- a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

## SECTION 7: Certification and Signature

**NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT: If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.**

I, _____, swear or affirm the following:
Printed Name of Property Owner or Authorized Representative

1. that each fact contained in this application is true and correct;
2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
3. that I have read and understand the *Notice Regarding Penalties for Making or Filing an Application Containing a False Statement*.

**sign here** ➧ _____ _____
Signature of Property Owner or Authorized Representative | Date

* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

# City Council Meeting

**Item Number:** 23

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Tina Jauz, Assistant City Manager

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, THE MIDLAND DEVELOPMENT CORPORATION, AND C. HODGES DEVELOPMENT SERVICES, L.P., REGARDING THE DEVELOPMENT OF A CERTAIN 17.345-ACRE TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 4) (CITY MANAGER)

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**Purpose:**

Resolution authorizing the execution of a Master Development Agreement between the City of Midland, the Midland Development Corporation, and C. Hodges Development Services, L.P., regarding the development of a certain 17.345-acre tract of land located in the southeast quarter of section 35, block 40, T-1-S, T&P RR Co. survey, city and county of Midland, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Up to $5,000,000 in MDC funds for Infrastructure Costs.
50% of Sales Tax Rebated for seven (7) years.

**Discussion:**

The Midland Development Corporation and the City of Midland are seeking approval from the board and city council to enter into a Master Development Agreement with C. Hodges Development Services (the MDC Board meeting to take place on March 27th, after the

deadline for this agenda memo). The agreement allows incentives from both entities.

MDC Incentives: funding Infrastructure Improvements which will include two streets located near the intersection of Highway 158 and Highway 191 (which will be dedicated to the city upon completion). Paving, drainage, water, and wastewater infrastructure are included. The cost of the improvements is capped at $5,000,000.

City Incentives: 50% Sales Tax Rebate for seven (7) years. Although the capital investment of the major retailer is estimated at $15,000,000, the development planned on the entire tract is estimated at $45,000,000. Each retailer on the tract would have the opportunity to start the sales tax rebate (the seven years) when their business opens to the public. So the rebate is allowed to occur in phases as the development will take place in phases.

Developer Obligations: required to construct a Bass Pro Outdoor World, L.L.C. location on the 11.578 site, which is north of Highway 191 and west of Highway 158. It will operate under the name of Bass Pro Shops or Bass Pro Shops Outpost or another such tradename adopted by Bass Pro. The Major Retailer tract, 11.578 acres, will include one or more buildings containing a total of 55,000 square feet of building space to be used for retail, including possible restaurant, uses.

The developer must show proof of property purchase by May 1, 2023. Construction must begin on or before January 1, 2026, and must be completed on or before January 1, 2027. The total capital investment in the property shall not be less than $15,000,000. The major retailer must be open to the public for business on or before June 1, 2027.

The entire property purchased by Hodges, 17.345 acres, may include other Class A restaurants and retail, as well as an entertainment tract.

Robert Patrick

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, THE MIDLAND DEVELOPMENT CORPORATION, AND C. HODGES DEVELOPMENT SERVICES, L.P., REGARDING THE DEVELOPMENT OF A CERTAIN 17.345-ACRE TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS**

**WHEREAS**, C. Hodges Development Services, L.P., is scheduled to purchase a certain 17.345-acre tract of land located in the southeast quarter of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "*Property*"); and

**WHEREAS**, the City of Midland, Texas (the "*City*"), the Midland Development Corporation (the "*MDC*"), and C. Hodges Development Services, L.P. ("*Hodges*"), desire to cause the Property to be developed as a multi-tract retail and entertainment development (the "*Project*"), with related amenities and restaurant facilities for the use and enjoyment of residents and visitors of the City and to attract business and business patrons to the City; and

**WHEREAS**, the City, the MDC, and Hodges desire for the Property to be developed, operated, and maintained at high standards in order to reflect positively on the City as a whole; and

**WHEREAS**, the City, the MDC, and Hodges propose that private and public funds and resources be used to develop the Property as the Project; and

**WHEREAS**, Texas Constitution article III, section 52-a, and Texas Local Government Code § 380.001 provide constitutional and statutory authority for the City's grant of public funds and resources to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council finds and determines that providing the incentives described in the Master Development Agreement referenced in Section Two hereof to Hodges in exchange for Hodges' completion of the Project will promote local economic development, stimulate business and commercial activity, and create jobs within the City; and

**WHEREAS**, the City Council finds and determines that the Project is in the public interest and will directly establish a public purpose for the City and the State of Texas in promoting the economic welfare of the general public by securing and retaining business enterprises as a result of maintaining a higher level of employment, economic activity, and stability; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the execution of the Master Development Agreement for the purposes stated herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the above recitals are hereby approved and adopted for all purposes.

**SECTION TWO.** That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, the Master Development Agreement between the City of Midland, the Midland Development Corporation, and C. Hodges Development Services, L.P.. Said Master Development Agreement shall be in a form substantially similar to that of Exhibit A attached hereto and incorporated herein for all purposes.

**SECTION THREE.** That the City Manager, or his designee, is hereby authorized and directed, on behalf of the City of Midland, to administer and enforce the terms of the Master Development Agreement.

**SECTION FOUR.** That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, any and all related agreements, amendments, legal instruments and documents necessary and appropriate to carry out the intent of the Master Development Agreement.

**SECTION FIVE.** That the City Comptroller is hereby authorized and directed to make payment(s) to Hodges, or other appropriate party, in accordance with the terms of the Master Development Agreement and all related agreements, amendments, legal instruments

or documents necessary and appropriate to carry out the intent of the Master Development Agreement, from funds available in the appropriate budget account(s) in the fiscal year in which the payment is to be made upon receipt of proper invoice or statement approved by the City Manager.

**SECTION SIX.** That the City Manager is hereby directed to submit to the Texas Comptroller the information described by Texas Government Code § 403.0246(c) and any other information the Texas Comptroller considers necessary, in accordance with Texas. Local Government Code § 380.004.

**SECTION SEVEN.** That the City Manager is hereby directed to provide a direct link on the City's internet website to the location of the Master Development Agreement information published on the Texas Comptroller's internet website, in accordance with Texas Local Government Code § 380.004(c).

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

**MASTER DEVELOPMENT AGREEMENT**

***BETWEEN***

**CITY OF MIDLAND, TEXAS,**
**MIDLAND DEVELOPMENT CORPORATION**
***AND***
**C. HODGES DEVELOPMENT SERVICES, L.P.**

This Master Development Agreement ("***Agreement***") is made and entered into by and among the City of Midland, Texas ("***CITY***"), a home rule municipal corporation, the Midland Development Corporation ("***MDC***"), an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and C. HODGES DEVELOPMENT SERVICES, L.P., a Texas limited partnership (together with its successors and permitted assigns, collectively, "***COMPANY***"). CITY, MDC and COMPANY are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***."

**WITNESSETH:**

**WHEREAS**, CITY, MDC and COMPANY desire to combine their efforts to facilitate development of the Project (as defined herein) on the Property (as defined herein);

**WHEREAS**, the Parties propose that private and public funds and resources be used to develop the Project on the Property;

**WHEREAS**, the governing body of CITY finds and determines that providing the incentives described herein to COMPANY in exchange for COMPANY'S completion of the Project will promote local economic development, stimulate business and commercial activity and create jobs within the City of Midland;

**WHEREAS**, the governing body of CITY finds and determines that the Project is in the public interest and will directly establish a public purpose for the City of Midland and the State of Texas in promoting the economic welfare of the general public by securing and retaining business enterprises as a result of maintaining a higher level of employment, economic activity, and stability;

**WHEREAS**, Texas Constitution article III, section 52-a, and Texas Local Government Code § 380.001 provide constitutional and statutory authority for CITY'S grant of incentives hereunder to promote local economic development and to stimulate business and commercial activity in the City of Midland;

**WHEREAS**, MDC is a corporate entity organized under the laws of the state of Texas and is authorized by its governing body to enter into this Agreement;

**WHEREAS**, MDC is authorized to expend funds on the Infrastructure Improvements (as defined herein) in accordance with Chapters 501 and 504 of the Texas Local Government Code;

**WHEREAS**, the MDC Board of Directors finds that the purpose of this Agreement qualifies as an infrastructure improvement project under Texas Local Government Code § 501.103, and is therefore eligible for MDC funding;

**WHEREAS**, the governing bodies of CITY and MDC find that the expenditures of CITY and MDC hereunder are necessary to promote or develop new or expanded business enterprises within the City of Midland; and

**WHEREAS**, the Parties desire to enter into this Agreement in order to set forth the Parties' respective rights, obligations, and undertakings with regard to the funding, development, construction, and operation of the Project.

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to the Parties, the Parties have agreed and do hereby agree as follows:

## ARTICLE I.
## DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

**1.1** "***Business Day***" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" hereunder shall mean calendar days.

**1.2** "***Comptroller***" means the Texas Comptroller of Public Accounts.

**1.3** "***Construction Completion Obligation***" is defined in Article 2.4.

**1.4** "***Development Costs***" means the aggregate of costs expended or caused to be expended relating to construction and installation of improvements and/or infrastructure, including, but not limited to, costs such as those costs for site acquisition (including without limitation the cost of obtaining any third party consents, rights-of-way or easements); site preparation (e.g., infrastructure, paving, grading); construction costs; general contractor and subcontractor fees; the costs of equipment, supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; zoning fees; building permit, development, inspection and other CITY fees (the extent not otherwise waived pursuant to Article 4.2); sewer basin fees; water and sewer tap fees (if any, and only to the extent not otherwise waived or reimbursed pursuant to this Agreement); insurance and taxes directly related to the construction of such improvements or infrastructure; carrying costs; and other costs and fees for such construction and completion of improvements or infrastructure, as applicable.

**1.5** "***Effective Date***" means March 28, 2023.

**1.6** "***Entertainment Tract***" means the portion of the Property on which is planned to be located a family cinema and entertainment center occupying a building containing at least 50,000 square feet of space, and described in a Rebate Notice in accordance with Article 4.1 herein.

**1.7** "***Force Majeure***" is defined in Article 9.7.

**1.8** "***General Tract***" means any portion of the Property, other than the Entertainment Tract and the Retailer Tract, on which one or more Premium Retailers and Restaurants is or will be located and described in a Rebate Notice in accordance with Article 4.1 herein.

**1.9** "***Infrastructure Funding***" means economic development incentive funding provided by MDC to COMPANY in an amount not to exceed the Infrastructure Funding Cap as consideration for the COMPANY'S completion of the Project and Infrastructure Improvements as set forth in Article III, and subject to the applicable terms and conditions of this Agreement.

**1.10** "***Infrastructure Funding Cap***" means Five Million and No/100 Dollars ($5,000,000.00).

**1.11** "***Infrastructure Improvements***" is defined in Article 3.1.

**1.12** "***Major Retailer***" means Bass Pro Outdoor World, L.L.C., a Missouri limited liability company, or any affiliated or related entity of Bass Pro Outdoor World, L.L.C. (collectively, "Bass Pro"), doing business as "Bass Pro Shops", "Bass Pro Shops Outpost" or such other trade name as may be adopted by Bass Pro from time to time for all or any portion of its retail or commercial stores which are, as of the Effective Date, operated under the "Bass Pro Shops" or "Bass Pro Shops Outpost" trade name.

**1.13** "***Phase***" means improvements to the Entertainment Tract, the Retailer Tract, or any of the General Tracts, as applicable. By way of example, development of each General Tract shall each be considered a separate Phase.

**1.14** "***Premium Retailer or Restaurant***" means any retail or restaurant use located at other class A shopping centers located in the State of Texas.

**1.15** "***Project***" means the improvements to the Retailer Tract, which, at a minimum, shall consist of one or more buildings containing, in total, at least 55,000 square feet of space to be used for retail use(s) (which may include restaurant use(s)) and may include other services and uses associated therewith as determined by the Major Retailer.

**1.16** "***Project's Rebate Term***" is defined in Article 4.1.

**1.17** "***Property***" means that certain approximately 17.345 acre tract of land located in the southeast quarter of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, as more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes.

**1.18** "***Purchase Obligation***" is defined in Article 2.1.

**1.19** "***Rebate Notice***" is defined in Article 4.1.

**1.20** "***Retailer Tract***" means that portion of the Property more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

**1.21** "***Rebate Term***" is defined in Article 4.1.

**1.22** "***Reimbursable Costs***" means the costs expended or caused to be expended relating to construction and installation of the Infrastructure Improvements, which are expressly limited to costs for site acquisition (i.e., the purchase price of real property upon which the Infrastructure Improvements will be constructed, and the cost of obtaining any third party consents, rights-of-way or easements); site preparation (e.g., infrastructure, paving, grading); construction costs; general contractor and subcontractor fees; the costs of equipment, supplies, materials and construction labor; utilities; demolition; environmental remediation; and building permit, development, inspection and other CITY fees (to the extent not otherwise waived pursuant to Article 4.2 ).

**1.23** "***Sales Tax Rebate***" means an annual payment made by CITY to COMPANY in the amount of fifty percent (50%) of Sales Tax Revenues as received by CITY from the Comptroller for the previous calendar year, and as reconciled with the sales and use tax information provided by the Comptroller. Said annual payment shall be calculated based on Sales Tax Revenues received for transactions arising from and within the Retailer Tract, the Entertainment Tract, or any Premium Retailer or Restaurant located on a General Tract or any combination thereof as more fully described in Article 4.1 of this Agreement.

**1.24** "***Sales Tax Revenues***" means the amount of sales and use tax that CITY receives for transactions arising from and within the Retailer Tract, the Entertainment Tract, and the General Tracts resulting from the imposition of a municipal sales tax, such as the one percent sales tax currently in effect pursuant to Section 321.101(a), Section 321.103, and Section 321.104¸ Texas Tax Code, less any portion thereof that the State is permitted under law to retain.

**1.25** "***Site Plan***" means the site plan shown on **Exhibit C** attached hereto and incorporated herein for all purposes.

**1.26** "***Term***" is defined in Article VII.

## ARTICLE II.
## OBLIGATIONS OF COMPANY

During the Term of this Agreement, as conditions to COMPANY'S receipt of the incentives set forth in Article III and Article IV herein, COMPANY shall comply with the following terms and conditions. Notwithstanding any provision in this Agreement to the contrary, COMPANY has no obligation hereunder to construct all or any portion of the Project, the Infrastructure Improvements, or any other improvements to the Property. The Parties acknowledge and agree that this Agreement does not constitute a contract for providing goods and/or services,

but merely sets forth the conditions that must be satisfied in order for COMPANY to receive the incentives set forth herein:

**2.1** **Purchase of the Property.** As an express condition precedent to CITY's and MDC's obligations hereunder, COMPANY or the Major Retailer shall purchase the Property and acquire fee simple title to the same on or before May 1, 2023, and COMPANY shall provide CITY and MDC with a copy of the recorded deed conveying the Property to COMPANY or the Major Retailer, as applicable (the "***Purchase Obligation***"). For the avoidance of doubt, the Purchase Obligation shall be satisfied if COMPANY or the Major Retailer purchases the Property, and if COMPANY assigns this Agreement to the Major Retailer pursuant to Article 9.10 herein, the term COMPANY shall mean the Major Retailer to the extent of any and all rights and obligations so assigned. If COMPANY or the Major Retailer fails to complete the Purchase Obligation, this Agreement shall automatically terminate and the Parties shall have no further rights or obligations hereunder.

**2.2** **Design.** COMPANY shall plan, design, develop, and construct the Project substantially in accordance with the Site Plan; provided, however, that COMPANY'S duties to so plan, design, develop, and construct the Project shall be limited to the building identified as "Anchor" in the Site Plan.

**2.3** **Construction Commencement.** On or before January 1, 2026, subject to Force Majeure (i) COMPANY shall commence construction of the Project and Infrastructure Improvements, and (ii) COMPANY'S architect shall provide CITY and MDC written certification that construction on the Project and Infrastructure Improvements has commenced.

**2.4** **Construction Completion.** On or before January 1, 2027, subject to Force Majeure, COMPANY shall complete or cause to be completed construction on the Project and Infrastructure Improvements, as evidenced by a written certification from COMPANY'S architect provided to the CITY and MDC confirming such completion of construction. The total Development Costs for the Project (excluding any amounts reimbursed through the Infrastructure Funding contemplated herein) shall be not less than Fifteen Million and No/100 Dollars ($15,000,000.00). COMPANY shall obtain a temporary certificate of occupancy for the Project and open or cause the Project to be open for business to the general public on or before June 1, 2027, subject to Force Majeure and any extensions of time allowed pursuant to this Agreement. COMPANY'S obligations under this Article 2.4 are collectively the "***Construction Completion Obligation***."

**2.5** **Project Covenants.** COMPANY covenants to CITY and MDC the following:

(a) Subject to its right to contest by appropriate proceedings, to comply with all codes, ordinances, statutes, rules and regulations promulgated by the applicable governmental authorities which are applicable to the Project for any component of the Project that COMPANY develops or constructs, including, but not limited to, all health, safety, environmental, building and zoning codes, rules and regulations, including the Americans with Disabilities Act (42 U.S.C. §§ 12101 *et seq*.).

(b) To plan, design, develop and construct the Project, and from and after the actual, initial opening of the Project to the public to thereafter operate and maintain or cause to be operated and maintained, except in the event of and to the extent of temporary shut downs, renovations, remodels, upgrades, adding new service lines, repair, temporary cessations of a similar nature, casualty, and Force Majeure, the Project until the expiration of the Project's Rebate Term. COMPANY acknowledges and agrees the Project is anticipated to be highly visible to, and visited by, tourists, business visitors and residents of the greater Midland area. Accordingly, the Project shall at all times be maintained in accordance with commercially reasonable standards of cleanliness and safety. The Parties stipulate and agree that maintaining the Project in such a manner provides a benefit to CITY in encouraging expansion of the convention and tourism industry in Midland and in potentially attracting more businesses to the Midland area.

**2.6 Project Inspection; Costs.** Prior to the expiration of the Project's Rebate Term, at a time scheduled by COMPANY during COMPANY'S normal business hours and following at least ten (10) calendar days' prior written notice to COMPANY, but no more than once during any three-month period, CITY and its employees and agents shall have the right, without disturbing or interfering with any construction activities of COMPANY, or any operational activities of COMPANY or any businesses located on the Retailer Tract, to confirm that all work performed on the Project is being completed in accordance with the terms of this Agreement. COMPANY shall have the right to require that any representative of the CITY be escorted by a representative or security personnel of COMPANY or a business located on the Retailer Tract during any such inspection, and COMPANY shall be able to exercise its sole discretion in scheduling a requested inspection so as not to interfere with its ongoing business operations on the Property. COMPANY shall, within thirty (30) days following COMPANY'S completion of the Construction Completion Obligation, provide CITY with a report in the form attached as **Exhibit D** hereto certifying the total Development Costs for the Project, together with reasonable supporting documentation, and upon request from CITY, reasonable supplemental documentation or evidence of such costs.

## ARTICLE III.
## MDC INCENTIVE

As consideration for COMPANY planning, designing, developing and constructing the Project and Infrastructure Improvements (as defined hereunder), and in accordance with the terms and conditions of this Agreement, MDC agrees to provide COMPANY with the Infrastructure Funding, subject to the following schedule, terms and conditions:

**3.1 Infrastructure Funding.** Upon (i) COMPANY'S construction and completion of (a) paving, drainage, water, and wastewater infrastructure improvements required for the two streets located at the northwest corner of the intersection of State Highway 158 and State Highway 191 (which shall be dedicated to the City), and (b) any other infrastructure improvements serving the Property that may be approved by the MDC Board of Directors in a future amendment to this Agreement (collectively, the "***Infrastructure Improvements***"), (ii) COMPANY'S dedication of the applicable Infrastructure

Improvements to CITY, (iii) CITY'S acceptance of the applicable Infrastructure Improvements (which shall not be unreasonably conditioned, withheld, or delayed), and (iv) COMPANY'S submission of a written statement or report, together with sufficient supporting documentation in a form reasonably acceptable to MDC, certifying the total Reimbursable Costs for the Infrastructure Improvements and evidencing the applicable Infrastructure Improvements dedication to CITY, MDC shall provide COMPANY with the Infrastructure Funding in an amount equal to the total Reimbursable Costs for the Infrastructure Improvements. The Infrastructure Improvements shall be constructed and completed in substantial accordance with those certain plans specifically pertaining to Kirkland Drive and Sinclair Avenue (as they are identified in such plans) prepared by Winkelmann & Associates, Inc., and approved by the City of Midland on March 9, 2020, which are hereby fully incorporated herein by reference for all purposes. The Infrastructure Funding shall be paid to COMPANY in one (1) lump sum no later than thirty (30) days following COMPANY'S submission of the written statement or report required by this Article. Upon the CITY'S acceptance of each of the Infrastructure Improvements, each such Infrastructure Improvement shall become the sole property and responsibility of the CITY (including any maintenance related thereto).

**3.2** **Clawback.** If the Infrastructure Funding is provided to COMPANY in accordance with Article 3.1 and COMPANY thereafter (i) terminates or abandons the Project prior to satisfying the Construction Completion Obligation and, within ninety (90) days following written notice thereof from MDC to COMPANY, COMPANY fails to cure the same by utilizing commercially reasonable efforts to pursue the Construction Completion Obligation, or (ii) otherwise fails to complete the Construction Completion Obligation within ninety (90) days following the deadline therefor, then COMPANY shall repay to MDC the Infrastructure Funding, without interest, within thirty (30) days after MDC provides written notice to COMPANY. Notwithstanding any contrary provision contained in this Agreement, under no circumstances shall COMPANY be obligated to repay MDC an amount in excess of the total dollar amount of Infrastructure Funding actually received by COMPANY.

**3.3** **Infrastructure Funding Cap.** For the avoidance of doubt and notwithstanding any statement to the contrary herein, the Infrastructure Funding for the Infrastructure Improvements shall not exceed the Infrastructure Funding Cap.

**3.4** **Additional Assistance.** MDC agrees to use reasonable efforts to assist COMPANY in obtaining (i) tax abatement agreements from Midland County, the Midland Community College District, and the Midland County Hospital District, (ii) available job creation credits and reimbursements from applicable authorities, and (iii) favorable industrial power rates from the electric utility provider for the Project and any additional development on the Property.

## ARTICLE IV.
## CITY INCENTIVES

As consideration for COMPANY planning, designing, developing, constructing, operating and maintaining the Project in accordance with the terms and conditions of this Agreement, CITY agrees to the following:

**4.1** **Sales Tax Rebate.** At any time within two (2) years following any Phase within the Property being open to the general public and obtaining a certificate of occupancy, COMPANY (and/or any other subsequent owner or tenant of the Retailer Tract, the Entertainment Tract, and/or a General Tract, as applicable) shall have the right to provide written notice to CITY of its election to commence the Sales Tax Rebate as to that Phase and the date of the commencement thereof (a "***Rebate Notice***"). The Rebate Notice shall contain a legal description describing the boundaries of the applicable Phase(s). A Rebate Notice may contain an election to commence the Sales Tax Rebate for any or all of the Phases contemplated herein; provided, however, that if the Rebate Notice contains an election to commence the Sales Tax Rebate for multiple Phases, then the Rebate Notice shall identify a date of commencement for the Sales Tax Rebate for each Phase identified in the Rebate Notice. For clarification purposes, the Rebate Notice for each Phase may be sent separately or jointly. Upon CITY's receipt of any Rebate Notice, CITY shall pay to COMPANY (or the applicable owner or tenant of such Phase if this Agreement has been assigned or partially assigned to such owner or tenant), the Sales Tax Rebate for the associated Phase, beginning on the date of commencement contained in the Rebate Notice, as applicable, and continuing for seven (7) years thereafter (such seven (7) year term(s), each a "***Rebate Term***" and such seven (7) year term as applicable to the Project, the "***Project's Rebate Term***"), and subject to the terms and conditions of this Agreement. CITY shall make such Sales Tax Rebate payment annually by March 31 during each Rebate Term. As a condition precedent to obtaining any Sales Tax Rebate from CITY, COMPANY (and/or any other subsequent owner or tenant of the Retailer Tract, the Entertainment Tract, and/or a General Tract that this Agreement has been assigned or partially assigned to, as applicable) shall sign, and shall cause any affiliate, tenant, licensee, third-party owner or other party generating Sales Tax Revenues that COMPANY (or its assignee) desires to be included for purposes of calculating the Sales Tax Rebate to sign, and submit to CITY and maintain during each Rebate Term, as applicable, the Waiver of Sales Tax Confidentiality form attached as **Exhibit E**, or other similar form required by the Comptroller, as may be required from time to time during the Term of this Agreement to permit the release of information about Sales Tax Revenues to CITY.

**4.2** **Waiver of Development Fees.** CITY hereby agrees to waive the following fees in connection with and applicable to the development of the Property: (i) permitting fees, (ii) inspection fees, (iii) utility connection fees, (iv) plan examination fees, (v) and water and sewer tap fees.

## ARTICLE V.
## AUDIT RIGHTS

COMPANY shall establish and maintain a reasonable accounting system that enables CITY to readily identify records relating to or pertaining to COMPANY'S obligations under this Agreement, including all Development Costs for the Project and property tax records. COMPANY shall maintain such records during the Term of this Agreement, together with such supporting or underlying documents and materials, and for a period of one (1) year following termination of this Agreement. Upon reasonable advance written notice, but in no event less than thirty (30) calendar days' advance notice, no more than two (2) times per year, and only to the extent necessary to verify COMPANY'S obligations pursuant to this Agreement, such records shall be made available to CITY, and its authorized representatives, for audit during normal business hours at COMPANY'S office or place of business. If any such documentation or records are contained in business records of COMPANY that also contain unrelated matters, COMPANY may redact any unrelated matters that are non-essential to the audit. Further, COMPANY may require that all individuals reviewing the business records of COMPANY must first sign a confidentiality agreement under which they agree to not discuss or publicize information contained in those records except as necessary for them to complete an audit of such records in accordance with this Agreement.

## ARTICLE VI.
## EVENTS OF DEFAULT

**6.1** Subject to Force Majeure and the cure periods set forth herein, each of the following shall constitute an event of default on behalf of COMPANY under this Agreement except to the extent such event of default or failure to perform is caused by any act or failure to act on the part of CITY or MDC:

(a) **Development Obligations and Failure to Operate Project.** COMPANY'S failure to design, develop, and construct, the Project substantially consistent with the terms and conditions of Article 2.2, Article 2.3, Article 2.4 and Article 2.5(a) of this Agreement and operate and maintain the Project in accordance with Article 2.5(b). If COMPANY fails to cure such failure within sixty (60) days after written notice from CITY detailing such failure, or if such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, then COMPANY shall have such additional amount of time as is reasonably necessary to effect cure up to an additional one hundred twenty (120) days, or longer period authorized by the City Council of CITY and the Board of Directors of MDC. The City Council of CITY and Board of Directors of MDC may authorize the execution of an amendment to this Agreement with COMPANY to extend the period for COMPANY to cure its failure to design, develop, construct, operate or maintain the Project in accordance with this Agreement.

(b) **False Statements.** Any material written warranty, representation, or statement made or furnished to CITY or MDC by COMPANY under this Agreement or any document(s) related hereto furnished to CITY or MDC by COMPANY that is false or misleading in any material respect, either now or at the time made or furnished,

and COMPANY fails to cure the same within thirty (30) days after written notice from CITY or MDC detailing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if COMPANY fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if COMPANY obtains actual knowledge that any such warranty, representation, or statement has become false or misleading after the time that it was made, and COMPANY fails to provide written notice to CITY and MDC of the false or misleading nature of such warranty, representation, or statement within thirty (30) days after COMPANY learns of its false or misleading nature.

(c) **Insolvency.** The dissolution or termination of COMPANY'S existence as a going business or concern, COMPANY'S insolvency, appointment of receiver of any part of COMPANY'S portion of the Project, any assignment of all or substantially all of the assets of COMPANY or its affiliates for the benefit of creditors of COMPANY, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against COMPANY.

(d) **Property Taxes.** COMPANY'S failure to pay its property taxes owed to CITY, or any other local taxing entity, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes, and to cure such failure or post a satisfactory bond within sixty (60) days after written notice from CITY and/or the Midland Central Appraisal District.

(e) **Company's Failure to Perform Material Covenant.** COMPANY'S failure to perform or observe any other material term, condition or covenant contained in this Agreement and COMPANY fails to cure the same within sixty (60) days after written notice from CITY or MDC, unless such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, then COMPANY shall have such additional amount of time as is reasonably necessary to effect cure up to an additional one hundred twenty (120) days, or longer period authorized by the City Council of CITY and the Board of Directors of MDC. The City Council of CITY and Board of Directors of MDC may authorize the execution of an amendment to this Agreement with COMPANY to extend the period for COMPANY to cure its failure to perform or observe a term, condition or covenant contained in this Agreement.

**6.2 City or MDC's Failure to Perform Material Covenant.** If the CITY or MDC fails to timely provide the Infrastructure Funding or any Sales Tax Rebate due and owing to COMPANY or any assignee pursuant to the terms of this Agreement and fails to cure the same within thirty (30) days after written notice from COMPANY; or if CITY fails to observe its obligations prescribed by Article 4.2 and fails to cure the same within sixty (30) days after written notice from COMPANY, then COMPANY may terminate this Agreement subject to Article 6.4 or seek specific performance of this Agreement. Notwithstanding any contrary provision contained herein, COMPANY'S right to terminate this Agreement or seek specific performance of this Agreement shall be COMPANY'S sole and exclusive remedies in the event of CITY'S or MDC'S uncured default.

**6.3** **Notice of Default.** If a default occurs, the non-defaulting Party must notify the defaulting Party in writing upon becoming aware of any event of default. Such notice shall specify the nature of the default and what action, if any, the non-defaulting Party requires or proposes with respect to curing the default.

**6.4** **Termination.** If a default occurs and continues to occur after the applicable cure periods contained in this Agreement following the defaulting Party's receipt of the notice prescribed in Article 6.3, or later if additional time is otherwise afforded for cure as provided herein, the non-defaulting Party may terminate this Agreement by providing written notice to the defaulting Party.

**6.5** Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to the Entertainment Tract or any General Tract (if COMPANY or any assignee chooses, in its sole discretion, to develop the Entertainment Tract or General Tract(s)), such default would have no impact on the Infrastructure Funding, the Sales Tax Rebate for the Retail Tract, or COMPANY's obligations with respect to the Project or the Retail Tract.

## ARTICLE VII.
## TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective on the Effective Date and shall terminate on the earlier of: (i) January 1, 2040, and (ii) the seventh (7th) anniversary of the commencement date contained in the final Rebate Notice issued pursuant to Article 4.1 (the "***Term***").

## ARTICLE VIII.
## USE OF PUBLIC FUNDS

The Parties acknowledge and agree that the public funds or resources expended, granted or guaranteed hereunder shall be utilized solely for purposes authorized under applicable law and the terms of this Agreement.

## ARTICLE IX.
## GENERAL TERMS

**9.1** **Entire Agreement.** This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

**9.2** **Termination.** This Agreement may be terminated (i) by mutual agreement of the Parties, (ii) automatically pursuant to Article 2.1, or (iii) by any Party, as provided for in Article 6.4.

**9.3** **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the Parties hereto, but all of which

shall constitute one instrument, and shall be binding and effective when all of the Parties hereto have executed at least one counterpart.

**9.4 Legal Relationship.** The Parties are not, and shall not be considered as, joint venturers, partners, or agents of each other. No Party shall have the power to bind nor obligate another Party, except as set forth in this Agreement. The Parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between CITY, MDC, and COMPANY. 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 that would give rise to vicarious liability.

**9.5 Legal Construction.** If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**9.6 Consideration.** The Parties hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

**9.7 Force Majeure.** In the event that CITY, MDC, or COMPANY shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of an act of God or the public enemy; strike; lockout; civil commotion; labor trouble, slowdowns or work stoppages; inability to procure, shortage or unavailability of supplies, materials, or labor; adverse or unseasonable weather materially affecting construction or operation; government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party) resulting in changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable, and any delay in issuance of necessary permits by any governmental authority having jurisdiction, including unreasonable delays by the CITY (based on the then-current workload of the CITY department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Property and the Project, but excluding delays due to work conditions that violate applicable codes and regulations; fires; explosions; floods; failure of power or utility delays; riot; insurrection; war; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; any force majeure event or excusable delay under the general contractor's construction contract; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, then performance of such act shall be excused for the period

of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay ("***Force Majeure***"). Notwithstanding the foregoing or anything contained herein to the contrary, in no event shall Force Majeure apply to the payment of any monetary obligations of CITY or MDC.

**9.8 No Disparity of Bargaining Position.** The Parties agree that there was no disparity of bargaining power between the Parties in the negotiation and execution of this Agreement. The Parties acknowledge and agree that they were represented by legal counsel. The Parties acknowledge and agree that they read and understood the entire Agreement prior to its execution. The Parties acknowledge and agree that there were numerous compromises and concessions made by the Parties resulting in the agreed-upon terms of this Agreement.

**9.9 Third-Party Beneficiary.** The Parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a Party to this Agreement shall have any third-party beneficiary or other rights hereunder.

**9.10 Successors and Assigns.** CITY, MDC, and COMPANY each bind themselves, their successors, executors, administrators, and assigns to the other Parties to this Agreement. COMPANY may assign this Agreement, in whole or in part, to the Major Retailer without any further approval or consent by the CITY or the MDC, but upon written notice to the CITY and the MDC. The benefits and obligations conferred by this Agreement regarding the Entertainment Tract may be assigned by COMPANY to Red Raider Daughter, LLC, a Texas limited liability company, without the written consent of CITY and MDC, but upon written notice to the CITY and the MDC. The benefits of the Sales Tax Rebate conferred by this Agreement with respect to each General Tract may not be assigned by COMPANY, in whole or in part, to a Premium Retailer or Restaurant or the owner of a General Tract upon which a Premium Retailer or Restaurant is located, without the written consent of CITY and MDC (which shall not be unreasonably conditioned, withheld, or delayed). Except as otherwise provided herein, no Party may assign, subcontract, or transfer any interest in this Agreement without the written consent of the other Parties; the decision regarding whether to grant such consent shall be in the sole and exclusive discretion of the other Parties.

**9.11 Independent Contractor.** It is expressly understood and agreed that each Party shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of any other Party; that the Parties 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 their officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between the Parties, their officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the Parties. The Parties shall be independent contractors under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractors hereunder. The Parties shall assume exclusive responsibility for their own work.

**9.12 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 and mandatory venue for any claim, suit 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 shall be deemed to have occurred in Midland County, Texas.

**9.13 Notices and Payments.** All notices and payments to the Parties required under this Agreement shall be sent by one of the following: (i) certified U.S. mail, postage prepaid, (ii) an overnight courier service (such as, by way of example but not limitation, U.S. Express Mail, Federal Express or Purolator); (iii) personal delivery that provides a return receipt showing the date of actual delivery of the same to the addressee; or (iv) by electronic mail, each addressed as reflected below. Notice deposited in the mail in the manner specified in subsection (i) above will be effective two (2) Business Days after deposit. Notice given in the manner specified in subsections (ii), (iii), or (iv) above will be effective upon receipt. Any Party hereto may change the address below and add additional parties to whom notice will be sent by sending written notice of such to the other Parties in one of the manners specified herein.

**If to CITY:**

City Manager
City of Midland
P.O. Box 1152
Midland Texas 79702
E-mail: tjauz@midlandtexas.gov

*With Copy to:*

City Attorney's Office
City of Midland
300 N. Loraine Street, Suite 320
Midland, Texas 79701
E-mail: johnemiller@midlandtexas.gov

**If to MDC:**

Midland Development Corporation
Executive Director
200 N. Loraine Street, Suite 610
Midland Texas, 79701
E-mail: sharris@midlandtxedc.com

*With Copy to:*

City Attorney's Office
City of Midland
300 N. Loraine Street, Suite 320
Midland, Texas 79701
E-mail: ntcrump@midlandtexas.gov

**If to COMPANY:**

C. Hodges Development Services, L.P.
13642 Omega Road
Dallas, Texas 75244
Attn: Charles Hodges
E-mail: chodges@hodgesusa.com

*With Copy to:*

Berger and Street Law PLLC

4445 Alpha Road, Suite 113
Dallas, Texas 75244
Attn: Christi Berger
E-mail: cberger@hodgesusa.com

**9.14 Indemnity; Release. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND MDC, AND ALL CITY AND MDC OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY 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 OR INTENTIONAL ACT OF COMPANY, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, COMPANY'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST CITY OR MDC OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF CITY OR MDC, INCLUDING REASONABLE ATTORNEY FEES, AS A RESULT THEREOF; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR INTENTIONAL ACT OF THE CITY OR MDC, OR THE CITY'S OR MDC'S OFFICERS, AGENTS AND/OR EMPLOYEES, AND IN THE EVENT OF ANY SUCH NEGLIGENCE OR INTENTIONAL ACT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

**TO THE EXTENT PERMITTED BY LAW, CITY AND MDC SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND COMPANY, AND ALL COMPANY OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY 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 OR INTENTIONAL ACT OF CITY OR MDC, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CITY'S OR MDC'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND CITY AND MDC SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST COMPANY OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF COMPANY, INCLUDING REASONABLE ATTORNEY FEES, AS A RESULT THEREOF; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR INTENTIONAL ACT OF THE COMPANY, OR THE COMPANY'S OFFICERS, AGENTS AND/OR EMPLOYEES, AND IN THE EVENT OF ANY SUCH NEGLIGENCE OR INTENTIONAL ACT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

**CITY AND MDC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF COMPANY PURSUANT TO**

**THIS AGREEMENT. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF CITY OR MDC PURSUANT TO THIS AGREEMENT**

**9.15 Waiver of Attorney Fees. SUBJECT TO ARTICLE 9.14, BY EXECUTING THIS AGREEMENT, EACH PARTY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EACH PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTIES REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. EACH PARTY SPECIFICALLY AGREES THAT IF IT 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, SAID PARTY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH SAID PARTY MIGHT OTHERWISE BE ENTITLED.**

**9.16 Limited Waiver of Immunity; Governmental Immunity**. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the CITY and the MDC irrevocably waive all claims of sovereign and governmental immunity which either may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement. Except as otherwise provided herein, the Parties acknowledge and agree that CITY and MDC are not waiving their respective rights to governmental immunity by executing this Agreement.

**9.17 Remedies.** Except as otherwise provided herein, no right or remedy granted herein or reserved to a Party is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder.

**9.18 Waiver of Performance.** The failure of any Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights under this Agreement, will not be construed as a waiver or relinquishment by such Party of such term, covenant, condition or right with respect to further performance.

**9.19 Confidentiality.** COMPANY acknowledges that CITY and MDC are governmental entities subject to the Texas Public Information Act, as amended. COMPANY agrees that this Agreement in no way affects, modifies or limits the obligation of CITY or MDC to

comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. COMPANY further agrees that CITY and MDC retain the right to exercise their sole and absolute discretion in determining their respective obligations under the Texas Public Information Act. Upon the CITY'S or the MDC's receipt of a request to inspect or obtain copies of records relating to the confidential or proprietary information of COMPANY or the Major Retailer, then the CITY and/or MDC, as applicable, shall promptly provide written notice of the same to COMPANY, which notice shall include a copy of such request and instructions and deadline(s) for COMPANY to make its argument of confidentiality to the Texas Attorney General, in COMPANY'S discretion.

**9.20 Estoppel.** Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that, to the best of the Party's knowledge, this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), the status of completion of the Project and/or any other improvements, and/or any other obligations set forth in this Agreement.

**9.21 Authority.** Each Party represents, warrants, and agrees that it has the full right, power and authority to execute this Agreement, and that this Agreement shall become valid and binding among the Parties upon execution.

**9.22 Approval.** This Agreement was approved by Resolution No. _____, on March 28, 2023, a duly-passed resolution of the Midland City Council. Further, this Agreement was duly approved by the MDC at its meeting on March 27, 2023, pursuant to Resolution No. _____.

[*The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CITY OF MIDLAND, TEXAS**,
a home rule municipal corporation

_____
Robert Patrick, City Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared, ROBERT PATRICK, City Manager of the CITY OF MIDLAND, TEXAS, 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 entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

**MIDLAND DEVELOPMENT CORPORATION**

_____
Chase Gardaphe, Chairman

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared, CHASE GARDAPHE, Chairman of the MIDLAND DEVELOPMENT CORPORATION, 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 entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

**C. HODGES DEVELOPMENT SERVICES, L.P.**, a Texas limited partnership

_____
Charles Hodges, Partner and Founder

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared, CHARLES HODGES, Partner and Founder of C. HODGES DEVELOPMENT SERVICES, L.P., 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 entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

**EXHIBIT A**

*Property Description and Survey*

FIELD NOTE DESCRIPTION OF A 17.345 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME LAND AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80-FOOT-WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR" AND BEING THE SOUTHWEST CORNER OF A CALLED 7.573 ACRE TRACT IN DOCUMENT NUMBER 2018-31010 OF SAID "OPR", **THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 724.82 FEET TO A "TYPE I" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** S.71°08'16"W., ALONG SAID RIGHT-OF-WAY, 80.97 FEET TO A POINT THAT BEARS S.14°44'01"E., 0.31 FEET FROM A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WAI 5714" (WAI) FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°44'01"W., ACROSS SAID TRACT SEVEN, 742.30 FEET TO A "WAI" FOUND FOR THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF N.22°58'18"W., 62.86 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE 63.08 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION HEREOF;

**THENCE** N.79°38'54"W., 30.25 FEET TO A "WAI" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** N.30°32'30"W., 99.89 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION AND THE POINT OF CURVATURE FOR A CURVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET AND A CHORD BEARING AND DISTANCE OF N.45°10'40"E., 271.48 FEET FOR THE NORTHWEST CORNER HEREOF;

**THENCE** ALONG THE ARC OF SAID CURVE 274.32 FEET TO A "WAI" FOUND FOR A POINT OF TANGENCY HEREOF;

**THENCE** N.30°55'14"E., 384.19 FEET TO A ONE HALF INCH IRON ROD FOUND FOR A CUTBACK CORNER HEREOF;

**THENCE** N.14°40'14"W., 28.28 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, BEING THE NORTHEAST LINE OF SAID "TRACT SEVEN" THAT BEARS S.69°42'03"W., 0.23 FEET FROM A ONE HALF INCH IRON ROD, FOR THE NORTH CORNER HEREOF;

**THENCE** S.59°05'27"E., ALONG SAID TRACT SEVEN AND SAID RIGHT OF WAY, A DISTANCE OF 120.15 FEET TO A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET FOR THE NORTH NORTHEAST CORNER HEREOF;

**THENCE** S.30°54'15"W., A DISTANCE OF 300.00 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.59°05'27"E., A DISTANCE OF 701.14 FEET TO AN "RPC" SET ON THE WEST LINE OF SAID 80-FOOT WIDE DRAINAGE EASEMENT FOR THE EAST NORTHEAST CORNER HEREOF;

**THENCE** ALONG AND ACROSS SAID DRAINAGE EASEMENT THE FOLLOWING 4 CALLS:

1.) S.14°42'47"E., A DISTANCE OF 217.83 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;
2.) N.75°16'29"E., A DISTANCE OF 79.54 FEET TO AN "RPC" SET FOR A CORNER HEREOF;
3.) S.14°42'04"E., A DISTANCE OF 80.00 FEET TO AN "RPC" SET FOR A CORNER HEREOF;
4.) S.75°16'29"W., A DISTANCE OF 79.52 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.14°42'47"E., CONTINUING ALONG SAID EASEMENT, 245.61 FEET TO THE **POINT OF BEGINNING**, CONTAINING 17.345 ACRES OF LAND.

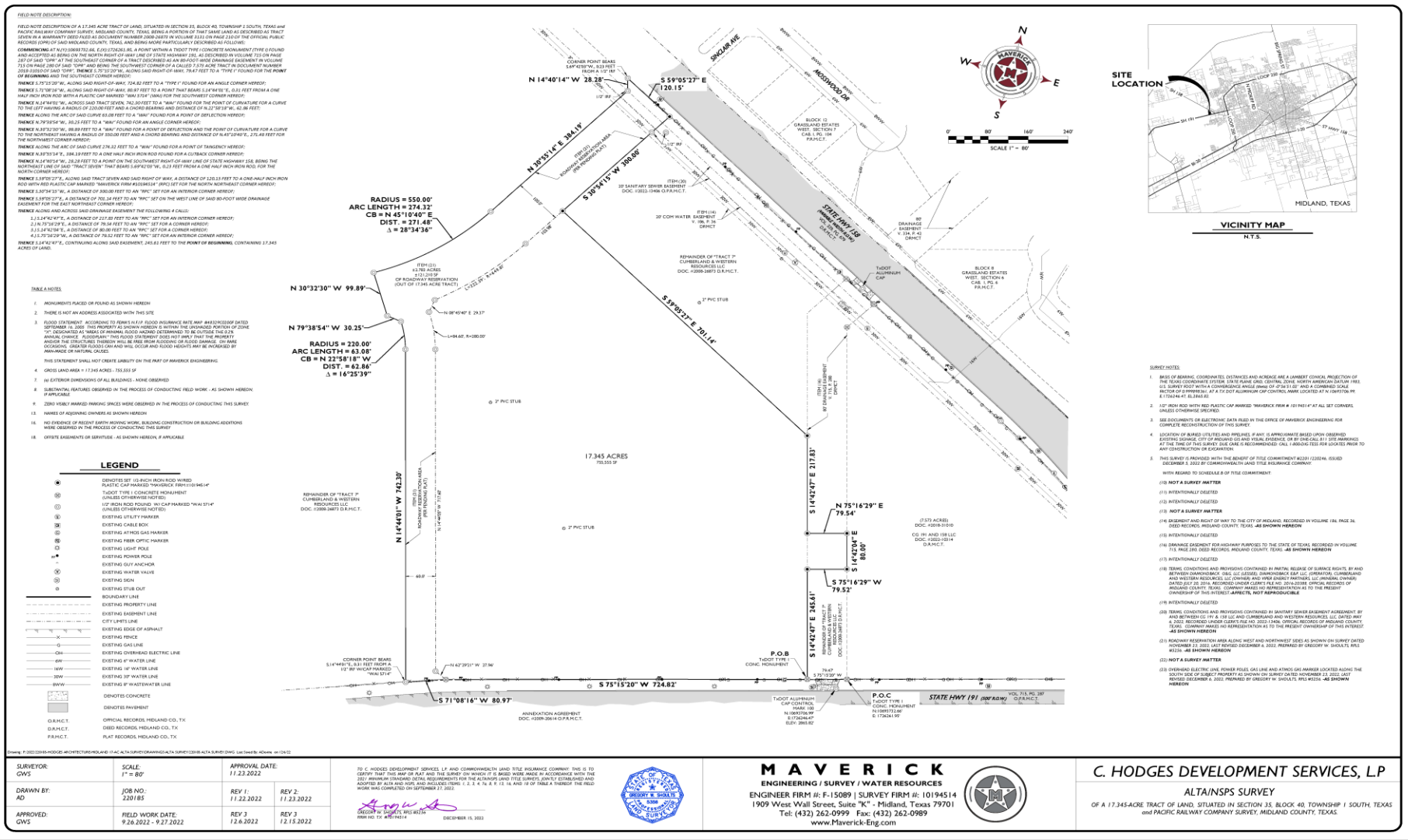

FIELD NOTE DESCRIPTION:
TABLE A NOTES:
LEGEND
SURVEY NOTES:
SITE LOCATION
MIDLAND, TEXAS
VICINITY MAP
N.T.S.
SCALE 1" = 80'
RADIUS = 550.00'
ARC LENGTH = 274.32'
CB = N 45°10'40" E
DIST. = 271.48'
Δ = 28°34'36"
RADIUS = 220.00'
ARC LENGTH = 63.08'
CB = N 22°58'18" W
DIST. = 62.86'
Δ = 16°25'39"
N 14°40'14" W 28.28'
S 59°05'27" E 120.15'
N 30°53'14" E 384.19'
S 30°54'15" W 300.00'
N 30°32'30" W 99.89'
N 79°38'54" W 30.25'
S 59°05'27" E 701.14'
N 14°40'14" W 742.30'
S 14°42'47" E 217.83'
N 75°16'29" E 79.54'
S 14°42'47" E 80.00'
S 75°15'20" W 79.52'
S 14°42'47" E 345.61'
S 75°15'20" W 724.82'
S 71°08'16" W 80.97'
17.345 ACRES
755,555 SF
P.O.B
P.O.C
SINCLAIR AVE
MEADOWOOD DR
STATE HWY 158
STATE HWY 191 (300' R.O.W.)
MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com
C. HODGES DEVELOPMENT SERVICES, LP
ALTA/NSPS SURVEY
OF A 17.345-ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS.
SURVEYOR: GWS
SCALE: 1" = 80'
APPROVAL DATE: 11.23.2022
DRAWN BY: AD
JOB NO.: 220185
REV 1: 11.22.2022
REV 2: 11.23.2022
APPROVED: GWS
FIELD WORK DATE: 9.26.2022 - 9.27.2022
REV 3 12.6.2022
REV 3 12.15.2022
GREGORY W. SHOULTS, RPLS #6326
FIRM NO. TX #10194514
DECEMBER 15, 2022

**EXHIBIT B**

*Retailer Tract Metes and Bounds*

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

**FIELD NOTE DESCRIPTION:**

**FIELD NOTE DESCRIPTION OF A 11.578 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME LAND AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**COMMENCING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80-FOOT-WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR" AND BEING THE SOUTHWEST CORNER OF A CALLED 7.573 ACRE TRACT IN DOCUMENT NUMBER 2018-31010 OF SAID "OPR", **THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 724.82 FEET TO A "TYPE I" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** S.71°08'16"W., ALONG SAID RIGHT-OF-WAY, 80.97 FEET TO A POINT THAT BEARS S.14°44'01"E., 0.31 FEET FROM A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WAI 5714" (WAI) FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°44'01"W., ACROSS SAID TRACT SEVEN, 742.30 FEET TO A "WAI" FOUND FOR THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF N.22°58'18"W., 62.86 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE 63.08 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION HEREOF;

**THENCE** N.79°38'54"W., 30.25 TO A "WAI" FOUND FOR AN ANGLE CORNER HEREOF;

**THENCE** N.30°32'30"W., 99.89 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION AND THE POINT OF CURVATURE FOR A CURVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET AND A CHORD BEARING AND DISTANCE OF N.45°10'40"E., 271.48 FEET FOR THE NORTHWEST CORNER HEREOF;

**THENCE** ALONG THE ARC OF SAID CURVE 274.32 FEET TO A "WAI" FOUND FOR A POINT OF TANGENCY HEREOF;

**THENCE** N.30°55'14"E., 384.19 FEET TO A ONE HALF INCH IRON ROD FOUND FOR A CUTBACK CORNER HEREOF;

**THENCE** N.14°40'14"W., 28.28 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, BEING THE NORTHEAST LINE OF SAID "TRACT SEVEN" THAT BEARS S.69°42'03"W., 0.23 FEET FROM A ONE HALF INCH IRON ROD, FOR THE NORTH CORNER HEREOF;

**THENCE** S.59°05'27"E., ALONG SAID TRACT SEVEN AND SAID RIGHT OF WAY, A DISTANCE OF 120.15 FEET TO A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET FOR THE NORTH NORTHEAST CORNER HEREOF;

**THENCE** S.30°54'15"W., A DISTANCE OF 300.00 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.59°05'27"E., A DISTANCE OF 360.96 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

**THENCE** S.75°36'12"W., A DISTANCE OF 439.06 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.14°27'48"E., A DISTANCE OF 361.42 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** N.75°17'17"E., 111.11 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.28 FEET AND A CHORD BEARING AND DISTANCE OF S.81°27'48"E., 93.96 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 96.48 FEET TO THE POINT OF REVERSE CURVE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 80.16 FEET AND A CHORD BEARING AND DISTANCE OF S.81°49'24"E., 62.67 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT, 64.39 FEET TO THE POINT OF TANGENCY;

**THENCE** N.75°09'54"E., 204.33 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 181.73 FEET AND A CHORD BEARING AND DISTANCE OF S.88°38'41"E., 94.32 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 95.41 FEET TO THE POINT OF REVERSE CURVE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 130.81 FEET AND A CHORD BEARING AND DISTANCE OF S.87°44'33"E., 69.20 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT, 70.04 FEET TO THE POINT OF TANGENCY;

**THENCE** N.75°09'02"E., 62.21 FEET TO A POINT ON THE WEST LINE OF SAID CALLED 80 FOOT EASEMENT FOR AN INTERIOR CORNER HEREOF;

**THENCE** ALONG AND ACROSS SAID DRAINAGE EASEMENT THE FOLLOWING 4 CALLS:

1.) N.14°42'47"W., A DISTANCE OF 5.21 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

2.) N.75°16'29"E., A DISTANCE OF 79.54 FEET TO AN "RPC" SET FOR A CORNER HEREOF;

3.) S.14°42'04"E., A DISTANCE OF 80.00 FEET TO AN "RPC" SET FOR A CORNER HEREOF;

4.) S.75°16'29"W., A DISTANCE OF 79.52 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

**THENCE** S.14°42'47"E., CONTINUING ALONG SAID EASEMENT, 245.61 FEET TO THE **POINT OF BEGINNING**, CONTAINING 11.578 ACRES OF LAND.

*BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.99989836 1, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL2865.82.*

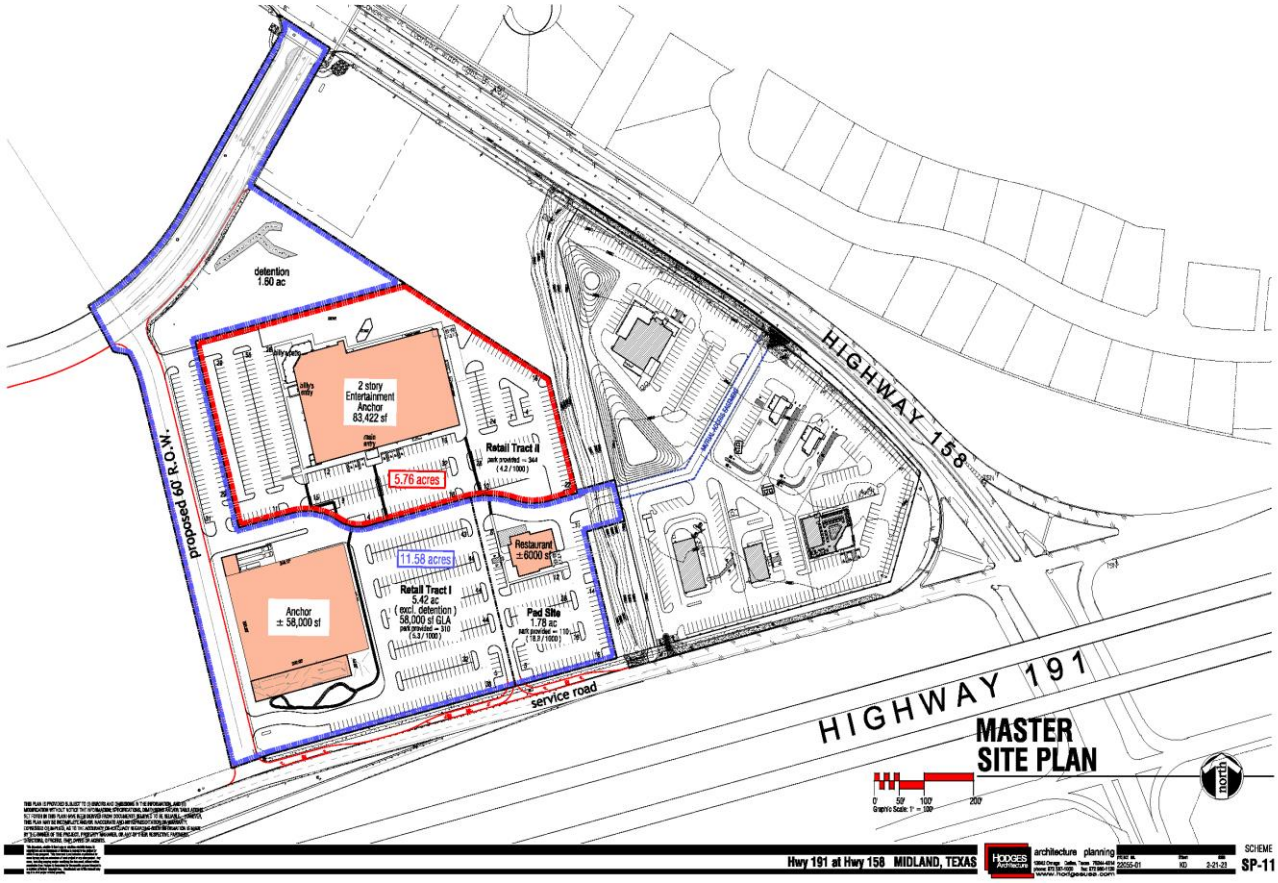



February 23, 2023

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

**EXHIBIT C**

*Site Plan*



# EXHIBIT D

*Form of Report on Development Costs for the Project*

**CITY OF MIDLAND – MASTER DEVELOPMENT AGREEMENT**
**DEVELOPMENT COSTS REPORT**

| |
|---|
| **Date:** |
| **Company:** |
| **Effective Date of Agreement:** |

| Calendar Year | Item | Reported Development Costs for the Project |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL:** | | **$** |

**EXHIBIT E**

*Waiver of Sales Tax Confidentiality Form*

**AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION**

This Agreement for Disclosure of Confidential Tax Information (this "Agreement") is entered into between the City of Midland, Texas (the "City") and _____ (the "Taxpayer") for the purposes indicated herein.

The undersigned Taxpayer hereby authorizes the Texas Comptroller's Office to release and disclose to the City any and all sales and use tax information pertaining to Taxpayer's business located at the physical location specified below. This authorization applies only to Taxpayer's business located at the physical location specified below.

The undersigned Taxpayer understands and agrees that this release will be made by the Texas Comptroller's Office to the City on an ongoing monthly basis beginning on the date this Agreement is executed. Taxpayer waives any and all rights of confidentiality of tax information under Sections 111.006, 151.027 of the Texas Tax Code to the extent, and only to the extent, necessary to permit the Texas Comptroller's Office to release and disclose Taxpayer's sales and use tax information as provided in this Agreement.

The City agrees that the City will use the sales and use tax information disclosed by the Texas Comptroller pursuant to this Agreement solely and exclusively for the purposes under the Master Development Agreement between City of Midland, Texas, Midland Development Corporation and C. Hodges Development Services, LP, and subject to the terms thereof.

This Agreement is entered into in the City of Midland, Midland County, Texas, and Texas law will apply to its interpretation and enforcement.

SIGNED AND AGREED TO on this ____ day of _____, 20___.

_____

Name of Taxpayer Listed on Texas Sales Tax Permit

_____

Name Under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____

Taxpayer Mailing Address

_____

Physical Location of Business Permitted for Sales Tax

_____

Texas Taxpayer ID Number

Tax Outlet Number
(As Shown on Texas Sales Tax Permit)

_____

Taxpayer's Authorized Signature*

_____

Print Name of Authorized Signature

_____

Position of Authorized Signature

*The authorized signature must be that of an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

City of Midland, Texas

_____

City's Authorized Signature*

_____

Print Name of Authorized Signature

_____

Position of Authorized Signature

# City Council Meeting

**Item Number:** 24

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Cristina Odenborg Burns, Director of Community Services

**Subject:** RESOLUTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF $50,000.00 FROM THE NATIONAL FITNESS CAMPAIGN TO ASSIST THE CITY OF MIDLAND PARKS DIVISION WITH THE CONSTRUCTION AND INSTALLATION OF A FITNESS COURT AT DENNIS THE MENACE PARK; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY GRANT ACCEPTANCE DOCUMENTS; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (COMMUNITY SERVICES)

---

**Purpose:**

Resolution authorizing the acceptance of grant funds in the amount of $50,000 from National Fitness Campaign to assist the City of Midland Parks Division with the funding of a fitness court at Dennis the Menace Park and supporting the implementation of such project; authorizing the City Manager or his designee to execute all necessary acceptance documents and authorizing and directing the City Treasurer to deposit and appropriate said grant funds.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Upon receipt, $50,000.00 will be transferred and appropriated to a project. Approximately $130,000 to $209,000 will need to be provided as a local match to implement the project.

**Discussion:**

The City of Midland Parks Division was selected to receive a $50,000 grant from National Fitness Campaign to assist with the installation of a fitness court at Dennis the Menace Park.

The fitness court is an innovative outdoor bodyweight circuit training center that is designed to provide free fitness to the community. With seven zones, it is intended to provide a full body workout in only seven minutes and accommodates both beginners and experts.

The total cost of the fitness court is as follows:

| | |
|---|---|
| Fitness Court and National Campaign Services | $155,000 |
| Art and Custom Color (optional) | up to $50,000 |
| Concrete Slab | in house |
| Installation | $25,000 |
| Shade Structure (optional) | $29,000 |

Since a $50,000 grant was received, approximately $130,000 to $209,000 will need to be provided as a local match.

If this grant is accepted, the Fitness Court will need to be installed and open to the public by the first quarter of 2024.

**Attachments:**

Notice of Award and Grant Program Requirements
2023 Funding Requirements
Optional Shade Structure

Morris Williams Jr.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF $50,000.00 FROM THE NATIONAL FITNESS CAMPAIGN TO ASSIST THE CITY OF MIDLAND PARKS DIVISION WITH THE CONSTRUCTION AND INSTALLATION OF A FITNESS COURT AT DENNIS THE MENACE PARK; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY GRANT ACCEPTANCE DOCUMENTS; AND APPROPRIATING FUNDS FOR SAID PROJECT**

**WHEREAS**, the City of Midland, Texas (the "*City*"), has submitted a grant application to the National Fitness Campaign ("*NFC*") so that the City may be considered for participation in the NFC's 2023 initiative to install free-to-the public outdoor fitness courts in 200 cities and schools across the country; and

**WHEREAS**, the City has been awarded grant funding in the amount of $50,000.00 from the NFC Grant Committee and its statewide partners to be used for the construction and installation of a fitness court at Dennis the Menace Park; and

**WHEREAS**, the City Council finds that the construction and installation of said fitness court at Dennis the Menace Park will contribute to an important wellness ecosystem that supports a healthier community within the City; and

**WHEREAS**, the City Council finds it to be in the public interest to accept said grant funds for the construction and installation of said fitness court at Dennis the Menace Park; and

**WHEREAS**, the City Council finds it to be in the public interest to provide a local match in the amount of $209,000.00 to promote and implement the construction of said fitness court at Dennis the Menace Park; and

**WHEREAS**, the City will secure supplemental funding, as needed, through community sponsors, which will be made and committed to the construction and installation of said fitness court at Dennis the Menace Park; and

**WHEREAS**, the City Council finds it to be in the public interest to commit to (i) constructing and installing said fitness court at Dennis the Menace Park by the end of the

2023 calendar year, (ii) certain funding and fundraising activities to participate in the NFC's 2023 initiative, and (iii) earning local and national recognition as a leader in providing affordable health and wellness opportunities; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the City Manager or his designee to execute all necessary grant acceptance documents;

**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, and the City shall collaborate with the NFC in constructing and installing a free-to-the public outdoor fitness court at Dennis the Menace Park.

**SECTION TWO.** That the City hereby accepts grant funding in the amount of $50,000.00 from the NFC Grant Committee and its statewide partners to be used for the construction and installation of said fitness court at Dennis the Menace Park.

**SECTION THREE.** That the City Manager or his designee is hereby authorized and directed to evidence the City's acceptance of the above-referenced grant funds by executing all necessary grant acceptance documents.

**SECTION FOUR.** That upon the City's receipt of said grant funds from the NFC Grant Committee, the City Treasurer is hereby authorized and directed to deposit and appropriate said grant fund in a project established by the City of Midland Finance Department for purposes consistent with this Resolution, and that the sum of $ 209,000.00 is hereby appropriated from the Parks Special Purpose Fund to the above-referenced project as a local match for the grant funding received from the NFC Grant Committee.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Community Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# Congratulations!

**Midland, TX has been selected as a 2023 Blue Cross Blue Shield Texas Campaign Grant Recipient!**

Dear Cristina,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Midland, TX has been selected as a grant eligible partner in the 2023 Blue Cross Blue Shield Texas Campaign! This notification letter confirms eligibility for one (1) 2023 NFC Grant of $50,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The $50,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Jack Linehan – as your dedicated partner and champion in support of this partnership. Over the coming months, Jack will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 Blue Cross Blue Shield Texas Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 Blue Cross Blue Shield Texas Campaign, and we look forward to making world-class fitness free in Midland, TX!

Best in Fitness,

Mitch Menaged, Founder

# Midland, TX - National Fitness Campaign

# 2023 Funding Cycle Grant Program Requirements (G.P.R.)

## MILESTONE 1: ADOPTION

- **Summary**: Commit to project adoption and confirm matching funding
- **Requirement A**: Countersigned Grant Program Requirements Document
- **Deadline: 3/1/2023**
- **Requirement B**: Resolution of Adoption or Letter of Support
- **Deadline: 3/30/2023**

*Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

## MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*

*Refer to Official Quote and Funding Requirements Summary for details

- **Deadline: 10/6/2023**

## MILESTONE 3: SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline: 10/7/2023 to 10/28/2023**

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## MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

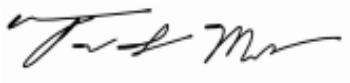
- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab *(cure time of 28 days before Fitness Court® installation)*
- **Deadline: November 2023 - pending weather**

## MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)
- **Requirement:** Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline: December 2023 - pending weather**

## MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline: January 2024 - pending weather**



Trent Matthias, Director
National Fitness Campaign

Cristina Burns, Community Services Director
Midland, TX

*It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.*

# 2023 CAMPAIGN FUNDING REQUIREMENT

STEP 3

## NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services — $ 155,000

NFC & Blue Cross Blue Shield of Texas Grant Funding Award (Variable Grants Available) — ($30,000-$50,000)

*$30,000 FOR AREAS OUTSIDE OF STATE SPONSOR REGION*

Art & Custom Color Options



*NFC Standard*
**Included**



*NFC Design Studio*
**$10,000**




*Local Artist*
**$25,000**



*Featured Artist*
**$50,000**

*OPTIONAL*

**NFC PROGRAM TOTAL** — **$ 105,000-125,000**

## CONCRETE SLAB

Can be performed in-house or in-kind — *est.* $ 0-20,000

## NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner *(separate agreement)* — $ 25,000

*With Prevailing Wage Rates: $27,000*

*Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field* experience

**INSTALLATION & CONCRETE TOTAL ESTIMATE** — **$ 25,000-47,000**

BlueCross BlueShield of Texas

NATIONAL FITNESS CAMPAIGN

**AWARDEE TOTAL REMAINING FUNDING REQUIREMENT**

***PROGRAM + INSTALLATION***

**$130,000-$170,000**

*Includes standard art collection*

USASHADE
& Fabric Structures







# Fitness Court® Shade Structures

USA SHADE is the official shade structure provider of the National Fitness Campaign. This shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

For more information about the National Fitness Campaign, visit: www.nationalfitnesscampaign.com

Increases Use

UV Protection

Designed for the Fitness Court®

Heightens Aesthetics

Durable Fabrics

Need shade for your Fitness Court?
Contact **Angel Rich** at
Email: angel.rich@usa-shade.com
Phone: 1(954) 649-6757



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# Fitness Court Shade Structure

This document is intended to provide an estimated total budget for developing and implementing a shade structure over the The Fitness Court® with USAShade in collaboration with the National Fitness Campaign.

USASHADE & Fabric Structures.

**USA SHADE** is the official shade structure sponsor of National Fitness Campaign. This unique shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

Fitness Court® shade structures employ durable fabrics to boost UV protection, heighten aesthetics and increase overall use of the Fitness Court®.




### Color Package

Post Option: Shade Option:
*Powder coated steel Canvas material*

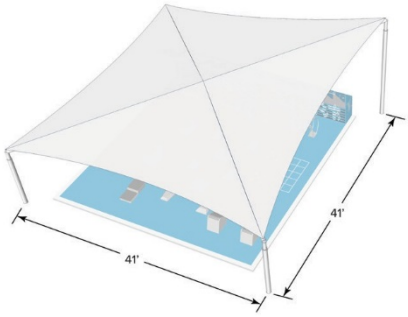


Tele-gray
115892

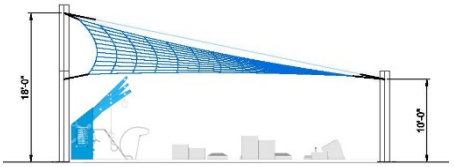
Navy Blue
Shade 90%
UV 94%

White
Shade 57%
UV 86%

### Quick View




### Side Profile




Shadesure® fabrics carry a 10 year limited manufacturer's warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration.

UV PROTECTION HEAT PROTECTION HAIL PROTECTION

## STRUCTURE FUNDS

**Shade Structure:** ..... **$26,000***

- 41'x41' Fabric Shade Structure
- 4 Powder Coated Steel Columns
- Galvanized Tension Cables
- Custom Color Design
- ****CA state fire Marshall may require specific fabric types.*

**Shipping and Handling:** *(Estimate will vary per location.)* ..... **$3,000**

## ESTIMATED FUNDING REQUIRED: ..... $29,000

PACKET 24.10 March 28, 2023

*(*Installation estimate will vary per location.)*

# City Council Meeting

**Item Number:** 25

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Cristina Odenborg Burns, Director of Community Services

**Subject:** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE KEEP MIDLAND BEAUTIFUL ISLAND BEAUTIFICATION PROJECT; AUTHORIZING THE EXECUTION OF A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF A PUBLIC SCULPTURE WITHIN STATE HIGHWAY RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL LEGAL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF SAID PUBLIC SCULPTURE WITHIN STATE HIGHWAY RIGHT-OF-WAY (DISTRICT 2) (COMMUNITY SERVICES)

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**Purpose:**

Resolution supporting Keep Midland Beautiful's public art project on a 1.664-acre portion of TxDOT right-of-way (known as Achievement Plaza) (generally located at the intersection of W. Wall Street and W. Front Street) and authorizing the City Manager or his designee to execute a Multiple Use Agreement with the Texas Department of Transportation for the implementation of such project.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

There is no fiscal impact.

**Discussion:**

In recent years, Keep Midland Beautiful (KMB) has been revisiting the public spaces that were

originally improved through Governor's Community Achievement Award (GCAA) grants to revitalize and improve them. The first location KMB beautified and added public art to (a mural) was Volunteer Park, located at the intersection of N. Big Spring Street and Marienfeld Street. KMB has now undertaken it's second beautification project at Achievement Plaza, located at the intersection of W. Wall Street and W. Front Street.

KMB's Board of Directors have already committed and fundraised $50,000 to install a public art sculpture, and the selected artist, Peter Hazel, has already began working on the piece. The theme of the sculpture will be "wind" and will consist of a 16-foot statute of a girl made from recycled items, such as bike chains and sprockets, holding colorful balloons.

Prior to installation, this public art sculpture will need to be reviewed and approved by TxDOT and a multiple use agreement will need to be executed between the City and TxDOT. This resolution of support is the first step in that process.

**Attachments:**

KMB Girl with Balloons Description
Girl with Balloons Photo
Multiple Use Agreement
Conceptual Site Plan (Exhibit A)
Metes and Bounds (Exhibit B)

Morris William Jr.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE KEEP MIDLAND BEAUTIFUL ISLAND BEAUTIFICATION PROJECT; AUTHORIZING THE EXECUTION OF A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF A PUBLIC SCULPTURE WITHIN STATE HIGHWAY RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL LEGAL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF SAID PUBLIC SCULPTURE WITHIN STATE HIGHWAY RIGHT-OF-WAY**

**WHEREAS,** for over thirty years, Keep Texas Beautiful, in partnership with the Texas Department of Transportation, has awarded the prestigious Governor's Community Achievement Awards to Texas communities for their outstanding efforts to keep their communities beautiful; and

**WHEREAS,** Keep Midland Beautiful is in receipt of certain Governor's Community Achievement Award grant funds for the purpose of improving public spaces within State Highway rights-of-way; and

**WHEREAS,** Keep Midland Beautiful has identified the intersection of West Wall Street and West Front Street as the proposed location for the installation of a certain public sculpture within State Highway right-of-way using the Governor's Community Achievement Award grant funds (the "*Keep Midland Beautiful Island Beautification Project*"); and

**WHEREAS,** the City Council finds it to be in the public interest to support the Keep Midland Beautiful Island Beautification Project; and

**WHEREAS,** in furtherance of the Keep Midland Beautiful Island Beautification Project, the City of Midland, Texas, has requested that the Texas Department of Transportation ("*TxDOT*") permit the installation, maintenance, and operation of said public sculpture within State Highway right-of-way; and

**WHEREAS,** the City Council finds and determines that a multiple use agreement

with TxDOT must be executed to permit the installation, maintenance, and operation of said public sculpture within State Highway right-of-way; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the execution of a multiple use agreement with TxDOT to permit the installation, maintenance, and operation of said public sculpture within State Highway right-of-way; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the City Manager to execute all legal documents and instruments necessary and appropriate to permit the installation, maintenance, and operation of said public sculpture within State Highway right-of-way;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;**

**SECTION ONE.** That the City Council of the City of Midland, Texas, hereby supports the Keep Midland Beautiful Island Beautification Project.

**SECTION TWO.** That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, Texas, a multiple use agreement with TxDOT to permit the installation, maintenance, and operation of said public sculpture within State Highway right-of-way. Said agreement shall be in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

**SECTION THREE.** That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, Texas, all legal documents and instruments necessary and appropriate to permit the installation, maintenance, and operation of said public sculpture within State Highway right-of-way.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Community Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# MULTIPLE USE AGREEMENT

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

**THIS AGREEMENT** made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Entity Name, hereinafter called Name for Contract, party of the second part, is to become effective when fully executed by both parties.

## WITNESSETH

**WHEREAS**, on the day day of month of the year, 20 XX, the governing body for the Name for Contract entered into Resolution/Ordinance No. Ordinance hereinafter identified by reference, authorizing the Name for Contract 's participation in this agreement with the State; and

**WHEREAS**, the Name for Contract has requested the State to permit the construction, maintenance and operation of a public Public work to be installed on the highway right of way, (ROADWAY Highway Name CONTROL SECTION NO. Ctrl No. ). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

**WHEREAS**, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the Name for Contract will enter into agreements with the State for the purpose of determining the respective responsibilities of the Name for Contract and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

Exhibit A

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### 1. DESIGN AND CONSTRUCTION

Name for Contract will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Name for Contract shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Name for Contract and found not to comply with ADA or TAS shall be corrected at the entire expense of the Name for Contract

### 2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

### 3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^1/_2$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

**4. PROHIBITION/SIGNS**

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

**5. RESPONSIBILITIES**

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Name for Contract. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that Name for Contract has failed to comply with these responsibilities, it will perform the necessary work and charge Name for Contract the actual cost of the work.

**6. FEES**

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The Name for Contract shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Name for Contract shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Name for Contract for the use of the facility under this agreement, the Name for Contract will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Name for Contract must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Name for Contract 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

**7. TERMINATION UPON NOTICE**

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and Name for Contract shall be responsible for the facility's timely removal at no cost to the State. If the State determines that Name for Contract has failed to timely remove the facility, it will perform the necessary work and charge Name for Contract the actual cost of the work.

**8. MODIFICATION/TERMINATION OF AGREEMENT**

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

**9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

**10. RESTORATION OF AREA**

The Name for Contract shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Name for Contract shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

**11. PREVIOUS AGREEMENTS**

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

**12. INDEMNIFICATION**

THE Name for Contract WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 20XX, THE City Name (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Name for Contract. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Name for Contract shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

**13. INSURANCE**

The Name for Contract, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. Name for Contract shall include TxDOT as an additional insured by endorsement in Name for Contract 's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the Name for Contract 's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

**14. USE OF RIGHT OF WAY**

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

**15. ADDITIONAL CONSENT REQUIRED**

The State asserts only that it has sufficient title for highway purposes. The Name for Contract shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

**16. FHWA ADDITIONAL REQUIREMENTS**

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

**17. CIVIL RIGHTS ASSURANCES**

The Name for Contract, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Name for Contract shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

**18. AMENDMENTS**

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

**19. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**20. AUDIT**

The State may conduct an audit or investigation of any aspect of this agreement. The Name for Contract must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Name for Contract if that service is authorized by this agreement.

## 21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

## 22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

| **STATE**<br>(Mailing Address) | **(Name of other party)**<br>(Mailing Address) |
|---|---|
| Texas Department of Transportation | Address Name |
| Maintenance Division | Address Name |
| 125 East 11th Street | Address Road/Street/Hwy |
| Austin, Texas 78701-2483 | Address City/State/Zip |

## 23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

## 24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature, the _____ on the _____ day of _____, 20 _____, and the State on the _____ day of _____, 20_____.

_____
(Name of other party)

By: _____
Signature

_____
Printed Name

_____
Title

_____
Agency

_____
Contact Office and Telephone No.

**STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

_____
Printed Name

_____
Date

**APPROVAL RECOMMENDED:**

_____
District Engineer

_____
Printed Name

_____
Date

## ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

April 2022

## Funding Opportunity for Community Public Sculpture Project

Over the past 38 years, Keep Midland Beautiful has received multiple Governor's Community Achievement Award ("GCAA") grants from the State of Texas to improve public spaces within TxDOT roadways. In recent years, KMB has been revisiting these legacy sites around Midland and undertaking projects to revitalize and beautify them. The first of this series, the Midland Mural at Volunteer Park, at the intersection of North Big Spring Street and Marienfeld Street, continues to be a successful public art installation with high levels of visibility for the community.

This year, KMB has undertaken a project to install public art at a second GCAA location, at the long-neglected but highly trafficked intersection of West Wall Street and West Front Street. While we are sensitive to the "industrial" nature of that intersection, we intend for this project to be the first of many sculpture installations creating positive momentum for arts and beautification in the community.

Through a competitive entry process, KMB solicited entries from artists both locally and nationally. The selected piece, Girl with Balloons, embodies the stated theme of Wind, while paying honor to Midland's industrial history, challenging climate, and family values.

To make this project a reality, we need your support. Please consider the details provided in the following pages and consider supporting this important first project in the broader effort of bringing public art and beautification to the forefront in our community.

Warm regards,

Board of Director
Keep Midland Beautiful, Inc

April 2022

## Project Summary:

Keep Midland Beautiful believes that a visually appealing community increases property values, attracts businesses, and improves the overall image of, and pride in, our city. Beauty is one of the most influential factors in community attachment, which means loyalty, to your city. Some research shows a nice-looking neighborhood promotes good behavior. Keep Midland Beautiful is seeking funding in our initiative to beautify an area of Midland that has been forgotten despite the thousands of vehicles that drive be every day, the "Island" triangle on Wall and Front Streets in Midland with an art sculpture called *Girl with Balloons.*

## Project Details:

We have selected an artist for the Island Beautification Project at Wall Street, Front Street and Williams Street. We had 12 artists answer our Call for Entries and we selected Peter Hazel from Reno, NV. Unfortunately, we did not have any Midland artists send applications. The theme for the KMB art sculpture is "wind" and Mr. Hazel captured the theme, and the essence of the mission of KMB, by planning to use used bike chains and sprockets, and other industrial metal elements, to build the sculpture. Wind is a fact of life in Midland, and wind can be beautiful, like grass and plants swaying in the wind. The form of a child and colorful balloons touch on the strong family values and enthusiasm we hold as a community. We believe in the beauty of Midland and would like the opportunity to bring more of it to the community with this sculpture.

## Budget required:

The cost will be $50,000 for the art sculpture and installation. Other site improvements including accent lighting and landscaping at the site will be $25,000. The Arts Council of Midland has already expressed support for the project and is supporting it via their Subgrant program.

## Location for Proposed Sculpture:



KEEP MIDLAND BEAUTIFUL

April 2022

***Girl with Balloons***

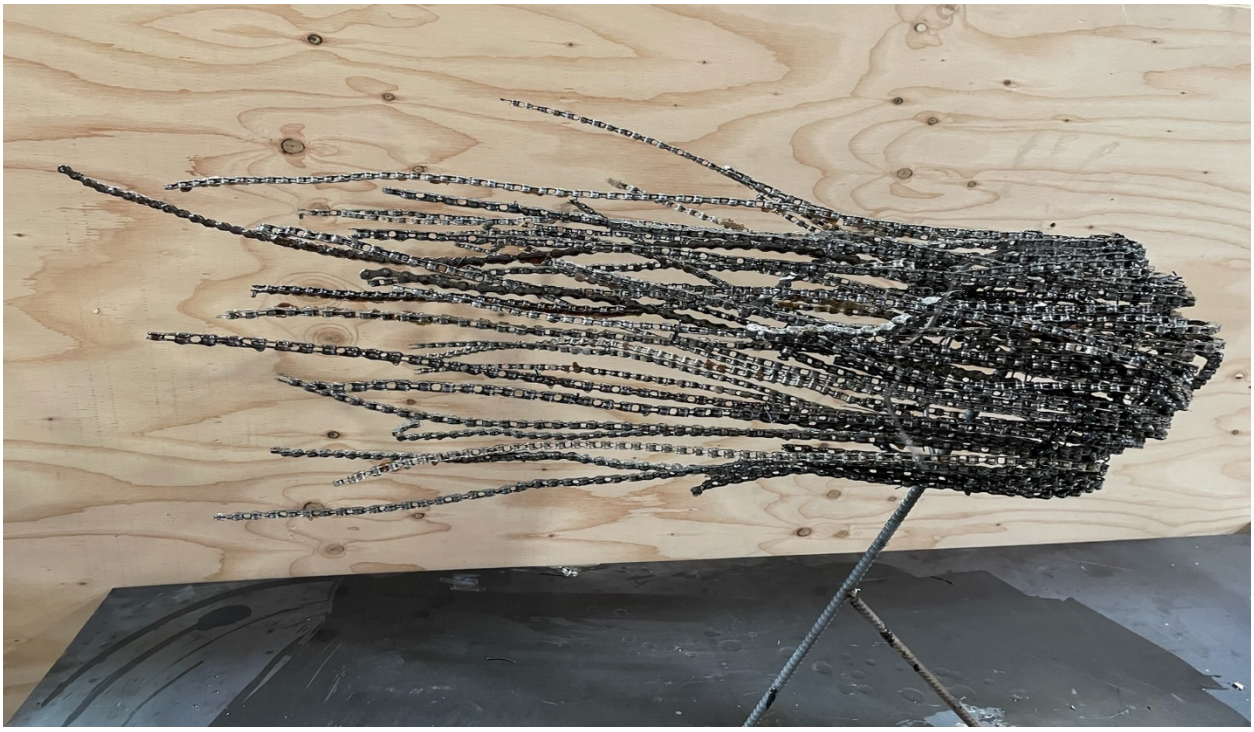




KEEP MIDLAND BEAUTIFUL

Note: Total sculpture height is proposed to be 16 feet, with lighting added as part of the site improvements.

*Mockup Detail*



## Benefits for the donor:

The arts provide personal experiences and promote social cohesion. As an influential member of the community, you or your organization can make an impact by supporting the first installation of this multi-stage and community-wide beautification project.

## Conclusion:

We believe this piece of art will serve all of Midland. Almost every citizen and visitor will have an opportunity to view the sculpture as its placement is on major streets that are also state highways. Art brings people together, provides an invitation for all people to be part of the community, and asks us to "Look, See and Think". All demographics will have the opportunity to view the art sculpture because of its central location. Beautification projects can improve the appearance of an area, and thereby increase property values and satisfaction of residents and visitors alike. Be part of the first of many sculptures to be included in this project in the years ahead.

For further queries, or to support this project, contact:
Doreen Womack, Executive Director, Keep Midland Beautiful 432-688-7745
Email: dwomack@keepmidlandbeautiful.org



# MULTIPLE USE AGREEMENT

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**THIS AGREEMENT** made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Entity Name, hereinafter called Name for Contract, party of the second part, is to become effective when fully executed by both parties.

## WITNESSETH

**WHEREAS**, on the day day of month of the year, 20 XX, the governing body for the Name for Contract entered into Resolution/Ordinance No. Ordinance hereinafter identified by reference, authorizing the Name for Contract 's participation in this agreement with the State; and

**WHEREAS**, the Name for Contract has requested the State to permit the construction, maintenance and operation of a public Public work to be installed on the highway right of way, (ROADWAY Highway Name CONTROL SECTION NO. Ctrl No. ). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

**WHEREAS**, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the Name for Contract will enter into agreements with the State for the purpose of determining the respective responsibilities of the Name for Contract and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**1. DESIGN AND CONSTRUCTION**

Name for Contract will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Name for Contract shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Name for Contract and found not to comply with ADA or TAS shall be corrected at the entire expense of the Name for Contract.

**2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

**3. PARKING REGULATIONS**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 1/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

**4. PROHIBITION/SIGNS**

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

**5. RESPONSIBILITIES**

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Name for Contract. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that Name for Contract has failed to comply with these responsibilities, it will perform the necessary work and charge Name for Contract the actual cost of the work.

**6. FEES**

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The Name for Contract shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Name for Contract shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Name for Contract for the use of the facility under this agreement, the Name for Contract will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Name for Contract must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Name for Contract 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

**7. TERMINATION UPON NOTICE**

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and Name for Contract shall be responsible for the facility's timely removal at no cost to the State. If the State determines that Name for Contract has failed to timely remove the facility, it will perform the necessary work and charge Name for Contract the actual cost of the work.

**8. MODIFICATION/TERMINATION OF AGREEMENT**

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

**9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

**10. RESTORATION OF AREA**

The Name for Contract shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Name for Contract shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

**11. PREVIOUS AGREEMENTS**

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

**12. INDEMNIFICATION**

THE Name for Contract WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 20XX, THE City Name (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Name for Contract. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Name for Contract shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

**13. INSURANCE**

The Name for Contract, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. Name for Contract shall include TxDOT as an additional insured by endorsement in Name for Contract's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the Name for Contract's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

**14. USE OF RIGHT OF WAY**

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

**15. ADDITIONAL CONSENT REQUIRED**

The State asserts only that it has sufficient title for highway purposes. The Name for Contract shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

**16. FHWA ADDITIONAL REQUIREMENTS**

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

**17. CIVIL RIGHTS ASSURANCES**

The Name for Contract, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Name for Contract shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

**18. AMENDMENTS**

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

**19. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**20. AUDIT**

The State may conduct an audit or investigation of any aspect of this agreement. The Name for Contract must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Name for Contract if that service is authorized by this agreement.

**21. AUTHORITY OF STATE AUDITOR**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**22. NOTICES**

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

| **STATE**<br>(Mailing Address) | **(Name of other party)**<br>(Mailing Address) |
|---|---|
| Texas Department of Transportation | Address Name |
| Maintenance Division | Address Name |
| 125 East 11th Street | Address Road/Street/Hwy |
| Austin, Texas 78701-2483 | Address City/State/Zip |

**23. TIMELY PAYMENT**

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

**24. WARRANTS**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature, the _____ on the _____ day of _____ , 20 _____ , and the State on the _____ day of _____ , 20_____ .

_____
(Name of other party)

By: _____
Signature

_____
Printed Name

_____
Title

_____
Agency

_____
Contact Office and Telephone No.

**STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

_____
Printed Name

_____
Date

**APPROVAL RECOMMENDED:**

_____
District Engineer

_____
Printed Name

_____
Date

## ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E


W Front St
W Front St
W Front St
W Front St
W Front St
W Front St
W Wall St
W Wall St
Williams St
Williams St
Williams St

Field Notes for a 1.664 acre tract

For a 1.664 acre tract located in the City and County of Midland, Texas and being all of the land conveyed to Jaydylan, LLC by deed as recorded in Vol. 3114, Pg. 24 (being all of Parcel I and Parcel II and known as 3307 W. Front Street) of the Midland County Deed Records and being more fully described as follows;

Beginning at a found brass cap right-of-way marker for the west corner of said Parcel I in the south line of said W. Front Street and having a coordinate of N= 10,688,380.96 ft., E= 1,745,249.61 ft.,

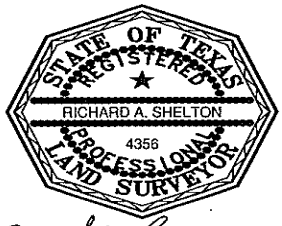
Thence N 60° 07' 44" E along the south line of said W. Front Street a distance of 292.90 ft. to a found brass cap right-of-way marker at an angle point in the north line of the herein described tract,

Thence N 80° 24' 58" E along the south line of said W. Front Street a distance of 263.19 ft. to a found brass cap right-of-way marker for the northeast corner of said Parcel II and also being the northeast corner of the herein described tract,

Thence S 05° 37' 52" W along the east line of said Parcel II and the east line of the herein described tract a distance of 240.11 ft. to a found ½" diameter iron rod for the southeast corner of said Parcel II and also being the southeast corner of the herein described tract,

Thence N 84° 15' 36" W along the south line of the herein described tract and also being the south lines of said Parcel I and Parcel II a distance of 492.42 ft. to the place of beginning and containing 1.664 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




3-16-23

Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7372

# City Council Meeting

**Item Number:** 26

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Cristina Odenborg Burns, Director of Community Services

**Subject:** MOTION AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT BETWEEN THE CITY OF MIDLAND AND MIDLAND ATHLETIC SYNDICATE, INC. REGARDING THE LEASE OF LAND LOCATED AT THE SCHARBAUER SPORTS COMPLEX. (DISTRICT 4) (COMMUNITY SERVICES)

---

**Purpose:**

Motion authorizing the execution of an Option Agreement between the City of Midland and Midland Athletic Syndicate, Inc. regarding the lease of land located at the Scharbauer Sports Complex.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

During the option agreement, Midland Athletic Syndicate, Inc. will pay $1,000 per month to the City.

**Discussion:**

Midland Athletic Syndicate, Inc., a non-profit corporation, is interested in the option of leasing approximately 4-acres of land located at the northeast corner of the Scharbauer Sports Complex to build an indoor sports facility similar to the Dodge Jones Youth Sports Center in Abilene.

The option may be exercised by the corporation any time after the date of this agreement until 5 PM on the first anniversary date of the agreement. As part of the option, the corporation will pay $1,000 per month to the City during the option period. The sum of these payments shall

also be credited towards any future impact fees or other fees assessed by the City relating to the land or construction of the improvements. The monthly option payments will cease if the corporation exercises the option; the option agreement will also terminate if the corporation fails to exercise the option before the first anniversary date of the agreement or if the corporation dissolves.

If the option is exercised, the lease shall have the following terms:
• The term shall be for ninety-nine (99) years.
• The corporation will pay $1.00 each year for rent.
• During the lease, the corporation can construct buildings and improvements on the land, including a multi-use sports complex, and shall be responsible for all costs of maintenance and upkeep of the land and any building and improvements.

**Attachments:**

Option Agreement

Morris William Jr.

City Manager's Office

# OPTION AGREEMENT

**THIS OPTION AGREEMENT** (this ***"Agreement"***), dated as of March 29, 2023 (the ***"Effective Date"***), is by and between Midland Athletic Syndicate, Inc., a Texas nonprofit corporation (the ***"Corporation"***), and the City of Midland, Texas (the ***"City"***).

WITNESSETH:

WHEREAS, the City is the owner of that certain tract of land located within the City of Midland, Texas as more particularly described in **Exhibit A**, attached hereto and made a part hereof (the "Land"); and

WHEREAS, the City desires to grant to the Corporation and the Corporation desires to acquire from the City, an option to lease the Land as described herein;

NOW, THEREFORE, in consideration of the foregoing and of the respective representations, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the City agree as follows:

## I. The Option.

1.1 Grant of Option. The City hereby grants to the Corporation an option to lease the Land on the terms and conditions set forth in this Agreement (the ***"Option"***).

1.2 Exercise of Option. The Option may be exercised by the Corporation at any time during the Option Period, as specified in Section 1.3 hereof, by delivering to the City (i) written notice stating that the Corporation is irrevocably electing to exercise the Option and (ii) a written lease agreement (the ***"Lease"***) containing the required terms described in Section 1.4 hereof subject to review and approval by the Midland City Council. For the avoidance of doubt, and notwithstanding any contrary provision contained herein, the Corporation acknowledges and agrees that the Lease shall not become effective unless approved by the Midland City Council, which shall be in the sole discretion of the Midland City Council.

1.3 Option Period. The Option may be exercised by the Corporation, as specified in Section 1.2 hereof, at any time after the Effective Date until 5:00 p.m. on the first (1st) anniversary of the Effective Date (the ***"Option Period"***). If the Corporation does not exercise the Option on or before the expiration of the Option Period, this Agreement shall automatically terminate as permitted in Section 4.1(a), and the Option shall expire by its own terms and neither party shall have any further rights hereunder.

1.4 Lease Terms. The Lease shall contain the following terms which are agreed to by the parties:

(a) Rent payable by the Corporation to the City shall be the sum of One and 0/100 Dollar ($1.00) per year which shall become due and payable on January 1 of each year;

(b) The term of the Lease shall be forty-nine (49) years; provided, however, the Lease may include up to two (2) renewal terms of twenty-five (25) years each;

(c) The Corporation shall develop the Land by constructing one or more buildings, and associated improvements, containing approximately 90,000 square feet of space to be used as a multi-use sports complex (the "***Complex***");

(d) The Corporation shall operate the Complex for the benefit of local and regional youth sports and shall be responsible for all operating and maintenance costs associated therewith; and

(e) Other industry standard provisions in commercial land leases, as agreed upon by the parties.

1.5 Consideration for Option. The Corporation shall pay to the City the sum of One Thousand and 0/100 Dollars ($1,000.00) per month (each a ***"Monthly Option Payment"*** and collectively the ***"Monthly Option Payments"***) for the term of this Option Agreement. Each Monthly Option Payment shall be made on the first (1st) day of the month. If the Corporation exercises the Option, the requirement to make the Monthly Option Payments shall cease. In addition, the sum of the Monthly Option Payments made to the City shall be credited towards any future impact fees or other fees assessed by the City as such relate to the Corporation's development of the Land or construction of improvements upon the Land pursuant to the Lease.

## II. Representations and Warranties of the Corporation.

The Corporation represents and warrants to the City as follows:

2.1 Authority. The Corporation has the full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All action required to be taken by, or on the part of, the Corporation to authorize the execution and delivery hereof and the performance of its obligations hereunder have been duly and properly taken and this Agreement has been duly executed and delivered by the Corporation and constitutes the legal, valid and binding obligation of the Corporation enforceable in accordance with its terms. The execution and delivery of this Agreement by the Corporation does not, and the performance by the Corporation of its obligations hereunder will not violate or conflict with any other restriction of any kind or character to which the Corporation is subject.

2.2 Governmental Approval. To the knowledge of the Corporation, there is no claim, action or proceeding now pending or threatened before any court, administrative or regulatory body, or other governmental agency, which would reasonably be expected to prevent the consummation by the Corporation of the transactions to be consummated by such Corporation contemplated by this Agreement.

## III. Representations and Warranties of the City.

The City represents and warrants to the Corporation as follows:

3.1 Authority. The City has the full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All action required to be taken by, or on the part of, the City to authorize the execution and delivery hereof and the performance of its obligations hereunder have been duly and properly taken and this Agreement has been duly executed and delivered by the City and constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms. The execution and delivery of this Agreement by the City does not, and the performance by the City of its obligations hereunder will not violate any other restriction of any kind or character to which the City is subject.

3.2 Governmental Approval. To the knowledge of the City, there is no claim, action or proceeding now pending or threatened before any court, administrative or regulatory body, or other governmental agency, which would reasonably be expected to prevent the consummation by the City of the transactions to be consummated by it contemplated by this Agreement.

## IV. Termination.

4.1 Automatic Termination. This Agreement shall terminate on the date of the first to occur of the following:

(a) the failure of the Corporation for any reason to exercise the Option on or before 5:00 p.m., Midland, Texas time, on the first (1st) anniversary of the Effective Date;

(b) the dissolution of the Corporation; or

(c) at the option of the Corporation, upon the commencement or threat of any suit, action or other proceeding by or before any court or other governmental body seeking to invalidate this Agreement or restrain or prohibit the transactions contemplated hereby or questioning in any manner the proceedings of authorities under which this Option is being issued or affecting the validity thereof.

4.2 Effect of Termination. Upon termination of this Agreement as provided in this Section 4, this Agreement shall forthwith become void and there shall be no obligation or liability hereunder on the part of any party except to the extent that such termination results from the willful breach by a party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

## V. Applicable Law; Venue.

**5.1 THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE**

**OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.**

**5.2 EXCLUSIVE AND MANDATORY VENUE FOR ANY LEGAL ACTION OR PROCEEDING ARISING FROM OR CONNECTED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT SHALL BE IN THE STATE COURTS OF MIDLAND COUNTY, TEXAS, OR THE UNITED STATES DISTRICT COURT FOR THE WESTERN DIVISION OF TEXAS, MIDLAND-ODESSA DIVISION.**

## VI. Miscellaneous.

6.1 Survival of Warranties. The representations and warranties of the parties hereto and contained herein shall be true and correct on the Effective Date and shall survive the Effective Date.

6.2 Notices. Any notice, request, instruction or other documents to be given hereunder by any party hereto to another party shall be given in writing, delivered personally or mailed by registered or certified mail, postage-paid:

(a) If to the Corporation, addressed to:

Midland Athletic Syndicate, Inc.
P.O. Box 11086
Midland, Texas 79702

(b) If to the City, addressed to:

City of Midland
Attn: City Manager
300 N. Loraine
Midland, Texas 79701

6.4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (*e.g.,* .pdf) shall be as effective as delivery of a manually signed counterpart of this Agreement.

6.5 Headings. The headings used in articles, sections and subsections of this Agreement are for convenience only and shall not be deemed to constitute a part hereof.

6.6 Assignment. Except as otherwise provided herein, this Agreement is made solely for the benefit of the Corporation and the City, and no other person, partnership, trust, association or corporation shall acquire or have any right under or by virtue of this Agreement. Neither this Agreement nor the Option shall be assignable by the Corporation or the City.

6.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties hereto in connection therewith. No covenant or condition not expressed in this Agreement shall affect or be effected to interpret, change or restrict this Agreement, unless made in writing and signed by the parties to this Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF,** the Corporation and the City have caused this Agreement to be duly executed as of the Effective Date.

**MIDLAND ATHLETIC SYNDICATE, INC.**

By: _____
Austen S. Campbell, President

**CITY OF MIDLAND**

By: _____
Robert Patrick, City Manager

*(Signature Page to Option Agreement)*


48.17'
DEAUVILLE BLVD
269.00'
45.30'
NORTHEAST COMPLEX ACCESS RD
596.52'
APPROXIMATELY
4.1 ACRES
567.55'
N 1°00'28" W
302.24'
MARTIN LUTHER KING JR
EXHIBIT A
An approximate 4.1 acre tract of land out of Lot 4, Block 5, Westridge Park, Section 6 (N/E part of Scharbauer Sports Complex)
Legend
Parcel
Land
1 inch = 80 feet
MIDLAND
3/21/2023 S.B.

# City Council Meeting

**Item Number:** 27

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Alexandra Walling, Planner

**Subject:** **Motion approving with staff's recommended conditions, a proposed Preliminary Plat of Westridge Park, Section 50, being a replat of Lot 4, Block 5, Westridge Park, Section 6 and Lots 3A and 4, Block 6, Westridge Park, Section 44, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of Deauville Boulevard and Loop 250 Frontage Road) (DISTRICT 4) (DEVELOPMENT SERVICES)**

---

**Purpose:**

The applicant, Parkhill, is requesting to replat of Lot 4, Block 5, Westridge Park, Section 6 and Lots 3A and 4, Block 6, Westridge Park, Section 44, City and County of Midland, Texas, for platting for future development.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the City.

**Discussion:**

The property in question is being combined in order that future development of portions of the athletic complex may occur including the new sports fields on the southern portion.

**Current Zoning:**

PD, Planned Development District.

This request has been routed to all respective department for internal review. The comments are below:

**BUILDING CODE: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**SURVEYOR: (Approved)**

No comments.

**ENGINEERING: (Approved)**

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: Ok as shown. [For the Applicant's information only.]

PAVING: N Loop 250 W frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required. Tradewinds Blvd., Champions Dr, and Deauville Blvd are okay as is. [For the Applicant's information only.]

WATER: 12” water exists in Champions Drive, and Deauville Blvd. A 16" exists in Tradewinds Blvd. An 8" and 12" water line exists within the property , okay as is. No public water improvements required. [For Applicant’s Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant’s Information Only.]

PRO RATA: None.[For Applicant’s Information Only.]

SEWER: 12" wastewater line within Tradewinds Blvd. and distributed throughout tract, okay as is.No public wastewater improvements required.[For Applicant’s Information Only.]

DRAINAGE: Show compliance with Westridge Park Addition Drainage Study, prepared by Parkhill Smith and Cooper and approved by City on 11/17/2014 . [Reference City Code Sect. 11-2-3(D)8] For Drainage Easements granted with this plat, provide the following language to the plat face:

1. The maintenance of any stormwater facility in this easement is the responsibility of the property owner. Property owner agrees to maintain the facility in working order,

with inspections and corrective action made at least annually. Reports of such inspections and maintenance shall be kept for inspection by the City of Midland Stormwater Administrator on request, or may be forwarded to the City Engineer's office.

2. The City of Midland shall have the right to mitigate deficiencies in the function of the stormwater facility, and to be reimbursed by the property owner, if the City finds it necessary for public health and safety.

3. The City of Midland and its employees, contractors, agents, successors, and assigns, shall have the free and uninterrupted right of passage in, on, upon, over, under, across, along and through the property described herein for the purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, repairing, relocating and removing said facilities, including but not limited to, the right to cut and trim bushes and trees, together with the right of ingress, egress and regress for such purposes in, on, upon, over, under, across, along and through the property described herein.

4. Developer may not use any part of the property described herein if such use will damage, destroy, injure, and/or unduly interfere with the City of Midland's use of the property. Developer expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building, roadways, or curbs and gutters of any kind will be placed on the property described herein. Written permission for above ground appurtenances must be obtained from the City of Midland, prior to installation.

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

**TRANSPORTATION: (Approved)**

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

**FIRE: (Approved)**

Future development shall meet IFC 2015 and local ordinances

**CODE COMPLIANCE: (Approved)**

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No construction is allowed on top of P&A wells.

**GIS: (Approved)**

On the description remove "Lots 1-4" and write Lot 4.. The other lots are not inside plat.

**PLANNING:**

Legal description must read, “Being a Replat of Lot 4, Block 5, Westridge Park, Section 6 and Lots 3A and 4, Block 6, Westridge Park, Section 44, City and County of Midland, Texas.”

The Planning and Zoning Commission recommended approval of the Preliminary Plat on February 21, 2023.

Staff recommends approval of the Preliminary Plat of Westridge Park, Section 50, subject to condition A and B.

**Conditions:**

A. **Approval of this preliminary plat is subject to the approval of the vacation of a portion of Champions Drive.**

B. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.**

**Attachments:**

Application
Proposed Plat
Maps

City Manager's Office

MIDLAND Planning Division

# Preliminary Plat Application

Project Number: SUB-23-0576

Case Number: P-23-1520

**Proposed Subdivision Plat Name:** Westridge Park Section 50

**Legal Description (attached sealed Metes and Bounds):** Being a replat ofof Lots 1-4, Block 5, Westridge Park, Section 6 and Lots 3A and 4, Block 6, Westridge Park, Section 44, City and County of Midland, Texas

| **Property Owner** Printed Name: City of Midland | | Phone ( ) Email | |
|---|---|---|---|
| Address 300 N Loraine | City Midland | State TX | Zip 79701 |

| **Developer** *(if different than Owner)* Printed Name: | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Representative** *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender | | Phone ( 432 ) 697-1447 Email jwallender@parkhill.com | |
|---|---|---|---|
| Address 1700 West Wall, Suite 100 | City Midland | State TX | Zip 79701 |

**Current Zoning:** PD

**Reason for Platting:** Platting for future development

| **Plat Information** | Total Acreage: | 101.70 Ac. |
|---|---|---|

Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: Number of Multi-family Dwelling Units:

**Submittal and Fees**

**Items to be submitted with this application form:**

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

**Request for a Development Agreement**

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

*If yes, contact the City Engineer at (432) 685-7286*

**Provisions**

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

**Signature** *(by property owner only – authorized agent must sign affidavit below)*

| Property Owner (signature): | Date: _____ |
|---|---|

Property Owner (printed) :_____

*The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Shelby Freeman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by The City of Midland 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.

Shelby Freeman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 25 day of January, 20 23, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

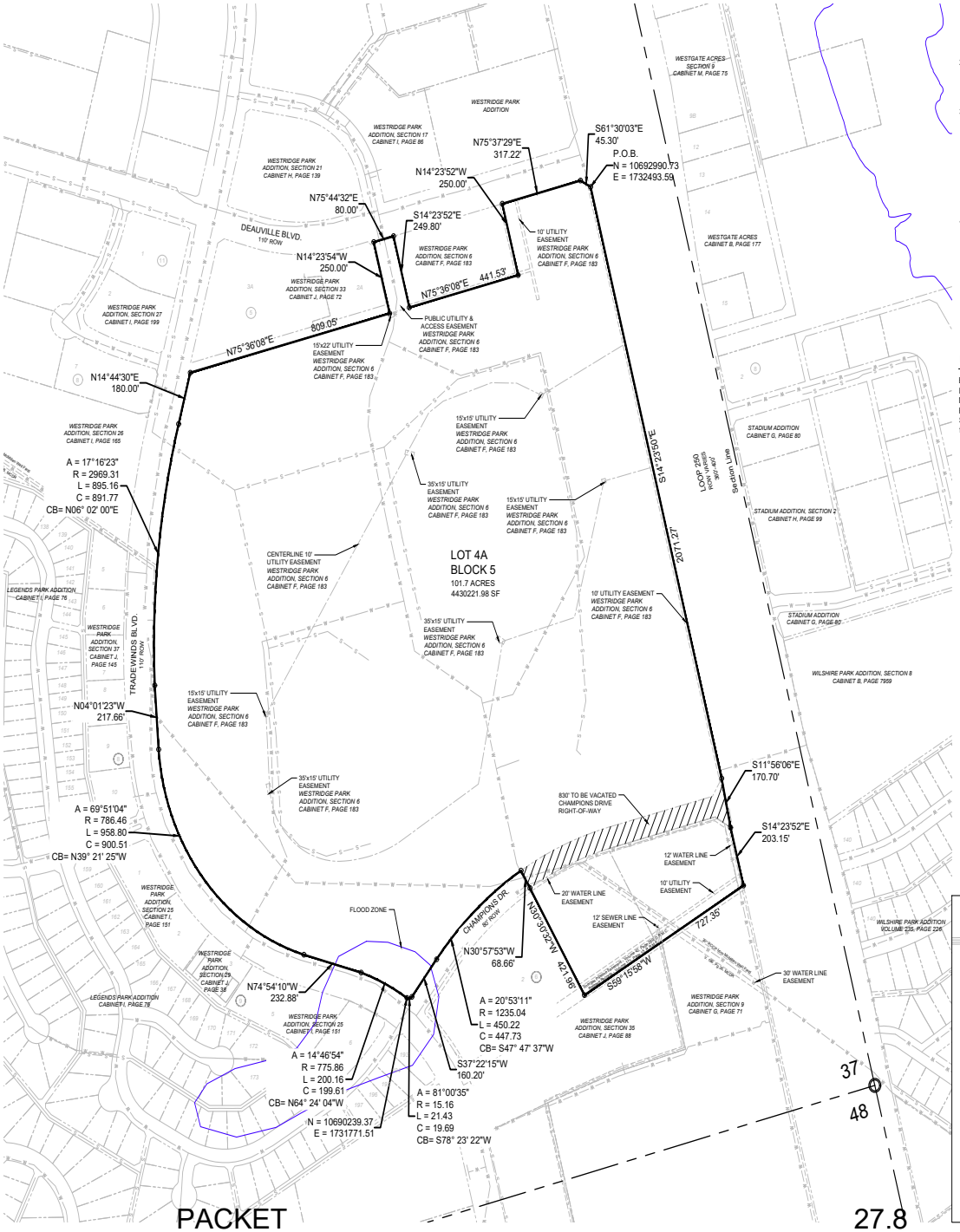
| | | |
|---|---|---|
| ☑ Property Owner Authorization | ☑ 1 Copy of Dimensioned Plat | ☑ Plat in Digital Format (PDF/JPEG) |
| ☑ Application Fee | ☑ 1 Copy of Plat (11x17) | |

Check # City of Midland

| Received By: Alexandra Walling | Date: Jan 25, 2023 |
|---|---|

JAN 25 2023
BY: AW

****Application will not be considered for scheduling until reviewed by a planner.****




PACKET

27.8

## DRAINAGE EASEMENT NOTE

1. Relative to the existing drainage easement: The maintenance of any stormwater facility in this easement is the responsibility of the property owner. Property owner agrees to maintain the facility in working order, with inspections and corrective action made at least annually. Reports of such inspections and maintenance shall be kept for inspection by The City of Midland Stormwater Administrator on request, or may be forwarded to the city engineer's office.
2. Relative to the existing drainage easement: The City of Midland shall have the right to mitigate deficiencies in the function of the stormwater facility, and to be reimbursed by the property owner, if the city finds it necessary for public health and safety.
3. Relative to the existing drainage easement: The City of Midland and its employees, contractors, agents, successors, and assigns, shall have the free and uninterrupted right of passage in, on, upon, over, under, across, along and through the property described herein for the purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, repairing, relocating and removing said facilities, including but not limited to, the right to cut and trim bushes and trees, together with the right of ingress, egress and regress for such purposes in, on, upon, over, under, across, along and through the property described herein.
4. Relative to the existing drainage easement: Developer may not use any part of the property described herein if such use will damage, destroy, injure, and/or unduly interfere with The City of Midland's use of the property. developer expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building, roadways, or curbs and gutters of any kind will be placed on the property described herein. Written permission for above ground appurtenances must be obtained from The City of Midland, prior to installation.

## FLOOD ZONE INFORMATION

Based on the U.S. Departement of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481239, Map Number 48329C0200F, Panel 200 of 525, and Map Number 48329C0182F, Panel 182 of 525, revised September 16, 2005, the surveyed property is located in a Special Flood Hazard Area. According to the map, the current flood zone classification for the surveyed property is Zone X and Zone A.

## UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

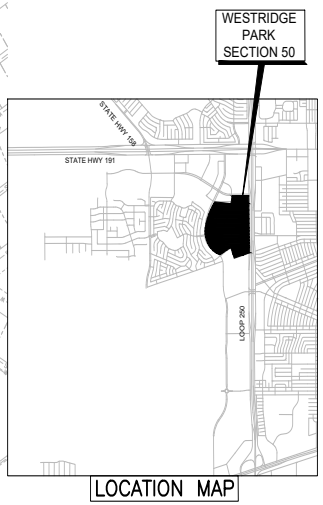
Oncor Electric Delivery Service (PLEASE PRINT)

AT&T Texas (PLEASE PRINT)

Atmos Energy (PLEASE PRINT)

Optimum (PLEASE PRINT)

Astound Broadband (PLEASE PRINT)




LOCATION MAP

## SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, Samuel Wyatt, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

Samuel Wyatt, R.P.L.S. #6453

## SPECIAL STATE PLANE COORDINATE NOTE

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD) , with a combined grid factor of 0.9998958 for mean project datum. The theta angle is equal to -00°54'48.39" at USC&GS station "Midland", with published values of N=10,690,154.70 and E=1,746,696.78 in U.S. Survey Feet.

## OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, The City of Midland is the record owner of 101.7 Acres of Land Located in Section 37, Block 40, T-1-S T&P RR Co. Survey, City and County of Midland, Texas and more particularly described, shown on the plat hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, The City of Midland do hereby adopt this plat designating the herein above described property as Westridge Park, Section 50 to the City and County of Midland, Texas, and we do hereby dedicate to the public use forever the streets, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the_____day of_____.

By:_____
Lori Blong Mayor of Midland

STATE OF TEXAS :
COUNTY OF MIDLAND :

This instrument was acknowledged before me on_____,_____by Lori Blong on behalf of The City of Midland

_____
Notary Public Signature

## CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of WESTRIDGE PARK, SECTION 50 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the_____day of_____.

Chairman - Lucy Sisnega

Secretary - Elizabeth Shaughnessy

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET_____

DATE_____ PAGE _____

*PRELIMINARY PLAT*

# *WESTRIDGE PARK SECTION 50*

Being a Replat of Lots 1-4, Block 5, Westridge Park, Section 6 and Lots 3A and 4, Block 6, Westridge Park, Section 44, City and County of Midland, Texas

N

0 200 400

## LEGEND

- Proposed Plat Limits
- Proposed 10' Utility Easements
- Existing Lot Lines
- Existing Easements
- Existing Sewer Line
- Existing Water Line
- Existing Back of Curb
- Existing Flood Zone
- Section Lines

## NOTES:

1. Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law and subject to fines and withholding of utilities and building permits.
2. Approval of a site plan by the City of Midland may be required before these lots may be developed or before a building permit may be obtained.
3. 1/2" iron rod with plastic cap set at each corner unless otherwise specified.
4. Initial impact fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the building permit process. Additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases.
5. A blanket easement established on *WESTRIDGE PARK ADDITION, SECTION 6, Cabinent F, Page 183*, for Lot 4, Block 5 for storm sewer, sanitary sewer, and water utilities. A blanket easement is hereby dedicated on Lot 4A, Block 5, for storm sewer, sanitary sewer, and water utilities.

OWNER:

CITY OF MIDLAND
300 N Loraine St.
Midland Texas 79701
432-685-7100

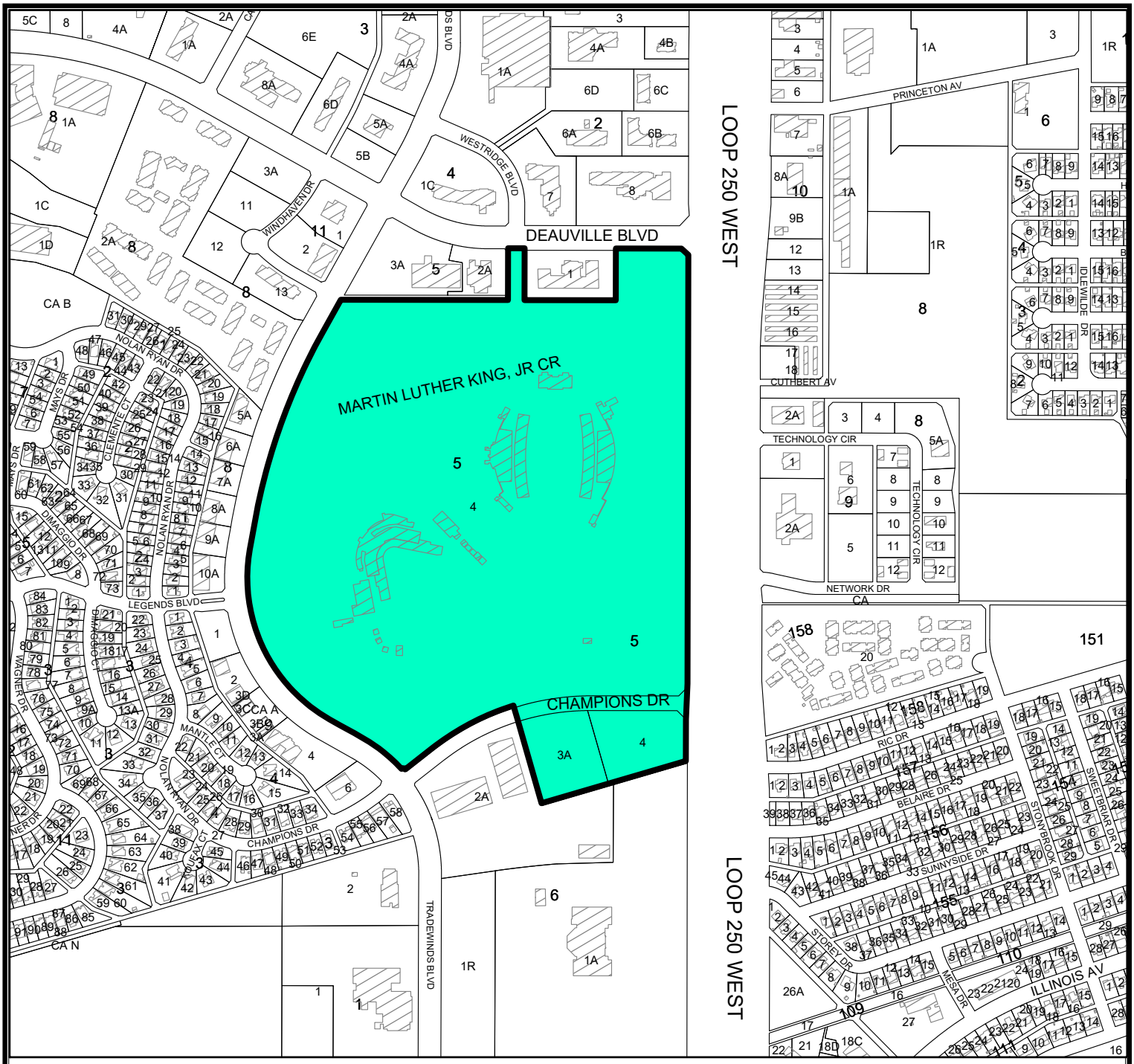
ENGINEER:

Parkhill
1700 W Wall St., #100 Midland,
Texas 79701
432-697-1447

*WESTRIDGE PARK SECTION 50*

March 28, 2023

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091




# LOCATION MAP

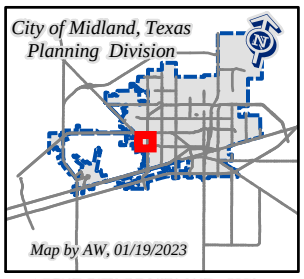
**SUB-23-0576** **Scale: 1" = 200'**

Proposed plat of Westridge Park, Section 50, being a replat of Lots 1-4, Block 5, Westridge Park, Section 6 and Lots 3A and 4, Block 6, Westridge Park, Section 44, City and County of Midland, Texas.

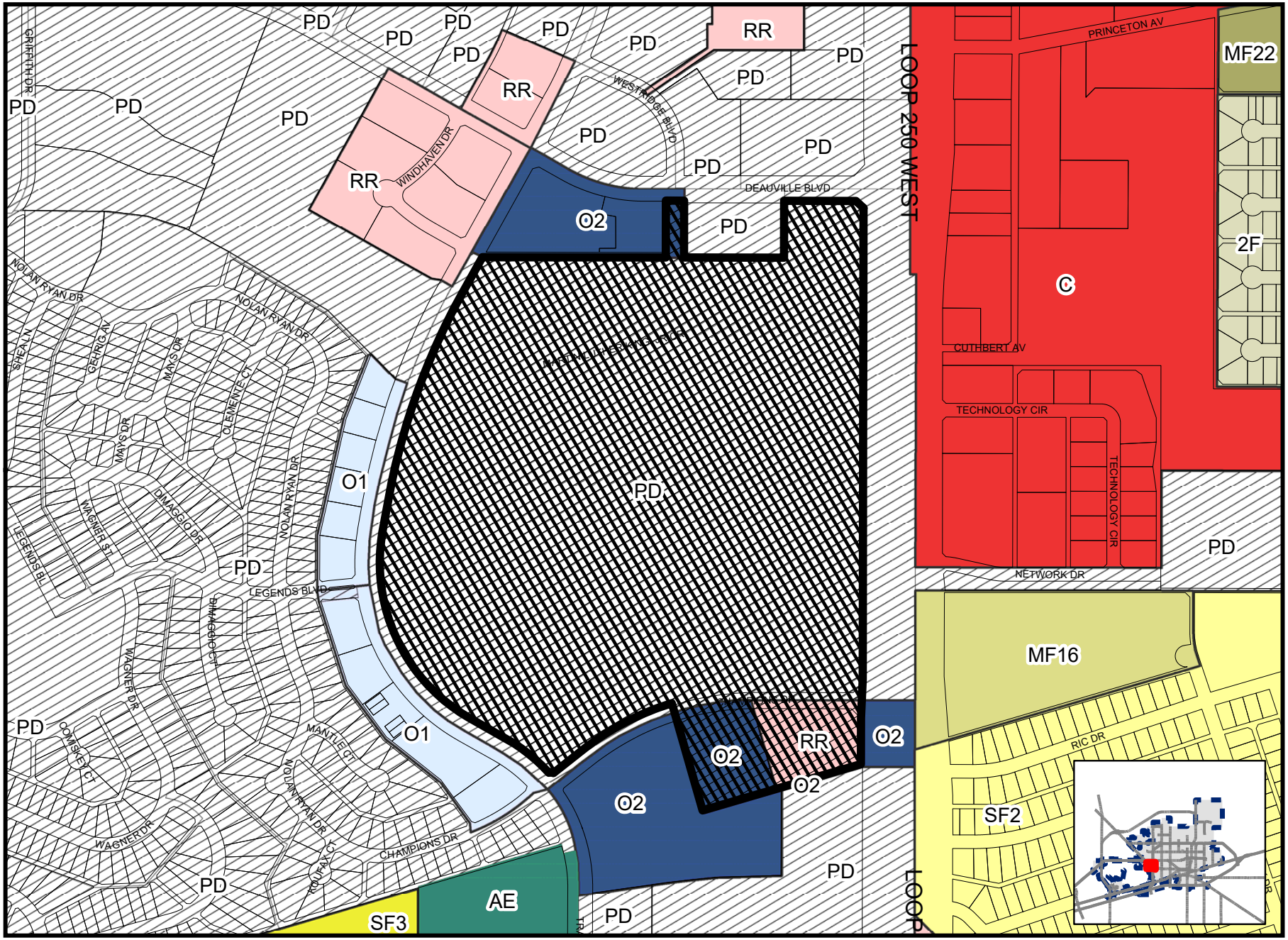
Generally located on the southwest corner of the intersection of Deauville Boulevard and Loop 250 Frontage Road. – (Council District 4)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




March 28, 2023




*Map By AW, 01/19/2023*

**SUB-22-0576**

**Scale: 1" = 200'**

# ZONING MAP

...ICT, NOR IS IT DESIGNED ... INFORMATION CONTAINED ... THE USE OF THIS ...

# City Council Meeting

**Item Number:** 28

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Seth Herman, Police Chief

**Subject:** **RESOLUTION ACCEPTING A FISCAL YEAR 2023 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $145,052.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (DISTRICT: NONE) (POLICE)**

---

**Purpose:**

RESOLUTION ACCEPTING THE FISCAL YEAR 2023 GRANT AWARD FROM THE WEST TEXAS HIGH INTENSITY DRUG TRAFFICKING AREA PROGRAM IN THE AMOUNT OF $145,052; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

NONE.

**Discussion:**

In order to more effectively address the ever-present influx of narcotics into Midland, the West Texas High Intensity Drug Trafficking Area Task Force, as authorized by the Anti-Drug Act of 1988, was developed to enhance coordinated drug control efforts among federal, state, and local law enforcement agencies. To this end, the program provides participating agencies with resources in the way of technology, equipment, and funding in order to better combat narcotics

traffickers who now import the inherently dangerous fentanyl. The Midland Police Department has remained an integral part of the West Texas HIDTA since its inception in August 2008, serving as an Executive Board member for over fifteen years.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING A FISCAL YEAR 2023 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $145,052.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS**

**WHEREAS**, the City of Midland, Texas, has submitted a grant application to the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) program to enhance and coordinate drug control efforts among federal, state, and local law enforcement agencies; and

**WHEREAS**, the Southwest Border HIDTA program provides agencies with resources in the way of technology, equipment, and funding in order to better combat drug trafficking; and

**WHEREAS**, the City of Midland, Texas, has been awarded $145,052.00 from the Southwest Border HIDTA program to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking; and

**WHEREAS**, the City Council finds it to be in the public interest to accept said 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 HIDTA grant of $145,052.00 to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking.

**SECTION TWO.** That the City Manager, Director of Finance, and Chief of Police 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 said grant

award.

**SECTION THREE.** That the Fiscal Year 2023 HIDTA grant in the amount of $145,052.00 is hereby accepted, appropriated, and directed to be deposited into the Capital Projects Fund 005 of the City of Midland, 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

**EXECUTIVE OFFICE OF THE PRESIDENT**

**OFFICE OF NATIONAL DRUG CONTROL POLICY**

**Washington, D.C. 20503**

March 6, 2023

City Manager Robert Patrick
Midland Police Department
300 N. Loraine, Suite 310
Midland, TX 79701-4725

Dear City Manager Patrick:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G23SW0012A) has been awarded in the amount of $145,052.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the West Texas HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly
National HIDTA Director

| **Executive Office of the President<br>Office of National Drug Control Policy** | **Grant Agreement** | |
|---|---|---|
| 1. Recipient Name and Address<br>Robert Patrick<br>City Manager<br>Midland Police Department<br>300 N. Loraine Suite 310<br>Midland, TX 79701-4725 | 4. Award Number (FAIN): G23SW0012A<br>5. Period of Performance:<br>From 01/01/2023 to 12/31/2024 | |
| 2. Total Amount of the Federal Funds Obligated: $145,052.00 | 6. Federal Award Date: March 6, 2023 | 7. Action: Initial |
| 2A. Budget Approved by the Federal Awarding Agency $145,052.00 | 8. Supplement Number | |
| 3. CFDA Name and Number:<br>*High Intensity Drug Trafficking Areas Program - 95.001* | 9. Previous Award Amount: | |
| 3A. Project Description<br>*High Intensity Drug Trafficking Areas (HIDTA) Program* | 10. Amount of Federal Funds Obligated by this Action: $145,052.00<br>11. Total Amount of Federal Award: $145,052.00 | |
| 12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages. | | |
| 13. Statutory Authority for Grant:<br>*Public Law 117-328* | | |
| **AGENCY APPROVAL** | **RECIPIENT ACCEPTANCE** | |
| 14. Typed Name and Title of Approving Official<br>Shannon Kelly<br>National HIDTA Director<br>Office of National Drug Control Policy | 15. Typed Name and Title of Authorized Official<br>Robert Patrick<br>City Manager<br>Midland Police Department | |
| 16. Signature of Approving ONDCP Official<br>Shannon J. Kelly | 17. Signature of Authorized Recipient/Date | |
| **AGENCY USE ONLY** | | |
| 18. Accounting Classification Code<br>UEI: CPZ1T3B85A64<br>DUNS: 073186579<br>EIN: 1756000608A2 | 19. HIDTA AWARD<br>*OND1070DB2324XX OND6113*<br>*OND2000000000 OC 410001* | |

# Budget Detail

## 2023 - West Texas

**Initiative - Permian Basin Multi-Agency Task Force** **Investigation**

**Award Recipient - Midland Police Department (G23SW0012A)**

**Resource Recipient - Midland Police Department**

***Indirect Cost: 0.0%***

| | | |
|---|---|---|
| ***Awarded Budget (as approved by ONDCP)*** | | ***$145,052.00*** |
| **Personnel** | **Quantity** | **Amount** |
| Administrative Staff | 1 | $49,403.00 |
| **Total Personnel** | | **$49,403.00** |
| **Fringe** | **Quantity** | **Amount** |
| Administrative staff | 1 | $17,500.00 |
| **Total Fringe** | | **$17,500.00** |
| **Overtime** | **Quantity** | **Amount** |
| Investigative - Law Enforcement Officer | 1 | $11,000.00 |
| **Total Overtime** | | **$11,000.00** |
| **Travel** | **Quantity** | **Amount** |
| Investigative/Operational | 2 | $1,000.00 |
| **Total Travel** | | **$1,000.00** |
| **Facilities** | **Quantity** | **Amount** |
| Lease | 1 | $1,890.00 |
| **Total Facilities** | | **$1,890.00** |
| **Services** | **Quantity** | **Amount** |
| Communications - mobile phones & pagers | | $1,133.00 |
| Investigative services | | $2,636.00 |
| Service contracts | | $3,203.00 |
| Subscriptions - database | | $12,095.00 |
| Vehicle lease - passenger | 1 | $13,992.00 |
| **Total Services** | | **$33,059.00** |
| **Supplies** | **Quantity** | **Amount** |
| Investigative/Operational | | $6,900.00 |
| Office | | $3,300.00 |
| **Total Supplies** | | **$10,200.00** |
| **Other** | **Quantity** | **Amount** |
| PE/PI/PS | | $21,000.00 |
| **Total Other** | | **$21,000.00** |
| **Total Budget** | | **$145,052.00** |

# City Council Meeting

**Item Number:** 29

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** John Simmons, Manager, Right-of-Way

**Subject:** Motion authorizing the execution of a Right-of-Way License (23-329-009) with EnLink North Texas Gathering, L.P., regarding City-owned property described as Sections 2 and 11, Block X, HP Hilliard and Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT 3) (UTILITIES)

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**Purpose:**

This motion will provide the applicant a 30’ wide right of way to place a Twenty-four inch (24) private, steel construction, natural gas pipeline on the City of Midland-owned Airpark real property in support of City-owned mineral production. The applicant will need an additional 20’ to 40’ wide temporary workspaces in certain areas for construction.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City’s standard license for facilities of this nature.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Application fee (one time): $1,000

Lease Rate,

24” natural gas pipeline ($480.00 per rod x 402.57 rods) paid 10 years in advance ($193,233.60)

Surface Damages: included in the new annual rate.

Total Collected: $194,233.60

**Discussion:**

This is a private, steel construction gas line and will be Twenty-four Inches (24”) in diameter and will be buried a minimum of thirty-six inches (36) deep.

The pipeline will exclusively service the City of Midland mineral lease with Permian Deep Rock Oil Company and Surface Use Agreement dated April 21, 2022, with Midland-Petro D.C Partners, LLC on City of Midland-owned land located East of the Executive Airpark. The applicant will be required to locate, mark, and bore under any existing City of Midland pipelines.

Certificates of Insurance are on file.

City Secretary is to record all documents.

Robert Patrick

City Manager’s Office

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

**ENLINK MIDSTREAM OPERATING, LP**

1722 Routh Street
Suite 1300
Dallas, TX 75201

**Wells Fargo - Minnesota**
6th Street and Marquette Ave.
Minneapolis, MN 55423

**2100344692**

56-382/412

Date 2/13/2023
Account 9600137553

**Pay** ****One hundred ninety-three thousand two hundred thirty-three and 60/100 Dollar ****

**Pay Amount** **$193,233.60*****

PAY TO THE ORDER OF
CITY OF MIDLAND
PO BOX 1152
300 N LORAINE
MIDLAND, TX 79702

RE

*Void After 180 Days*

FORM NO. 9836B COPYBAN CAPTURE® ANTI-FRAUD PROTECTION

⑈2100344692⑈ ⑆041203824⑆ 9600137553⑈

**Check Date: Feb/13/2023** **Supplier Number: 0000004111** **Check No: 2100344692**

| Invoice Number | Invoice Date | Voucher ID | Gross Amount | Discount Taken | Late Charge | Paid Amount |
|---|---|---|---|---|---|---|
| 02132023BH | Feb/13/2023 | 13105908 | 193,233.60 | 0.00 | 0.00 | 193,233.60 |
| Arrington Airpark Well Connect | | | | | | |

| Check Number | Date | Total Gross Amount | Total Discounts | Total Late Charge | Total Paid Amount |
|---|---|---|---|---|---|
| 2100344692 | Feb/13/2023 | $193,233.60 | $0.00 | $0.00 | $193,233.60 |

WELLS FARGO BANK, N.A.
WWW.WELLSFARGO.COM

9795

**ENLINK MIDSTREAM**
EASTERN REGION LAND ACCOUNT
1722 ROUTH STREET, SUITE 1300
DALLAS, TEXAS 75201

11-24/1210

DATE 01/11/2023

PAY One thousand dollars & 00/100 DOLLARS $1,000.00
TO THE ORDER OF

City of Midland
P.O. Box 1152
Midland, Texas 79702

VOID IF OVER $100,000

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈009795⑈ ⑆121000248⑆ 4124925488⑈

| DATE | DESCRIPTION | | AMOUNT | AFE NO. | PAYEE TAX I.D. NO. |
|---|---|---|---|---|---|
| 1/11/2023 | Payment for Application Fee:<br>$1,000.00 Flat Fee | | $1,000.00 | 30013286 | 75-6000608 |
| | TX165-667-001; TX165-10-001<br>TX165-10-004<br>Midland County, Texas | Other | $1,000.00 | Arrington Airpark Well Connect | |
| | Section 14, Block 39, T-1-S<br>Section 2, Block X, Hilliard, HP<br>Midland County, Texas | | | | |
| | Phone: 432.685.7470 - John Simmons | | | | |

ENLINK MIDSTREAM-E.R. LAND ACCOUNT

PLEASE DETACH AND RETAIN THIS STATEMENT–ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Arthur J. Gallagher Risk Management Services, Inc.
615 E Britton Rd
Oklahoma City OK 73114

**CONTACT NAME:** Pam Howard
**PHONE (A/C, No, Ext):** 918-764-1675 **FAX (A/C, No):**
**E-MAIL ADDRESS:** pamela_howard@ajg.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Union Fire Insurance Company of Pittsburg | 19445 |
| INSURER B : Lexington Insurance Company | 19437 |
| INSURER C : ACE Property & Casualty Insurance Co | 20699 |
| INSURER D : Endurance American Specialty Ins Co | 41718 |
| INSURER E : Ascot Specialty Insurance Company | 45055 |
| INSURER F : | |

**INSURED** ENLIMID-01
EnLink Midstream, LLC
1722 Routh St., Suite 1300
Dallas TX 75201

**COVERAGES** **CERTIFICATE NUMBER:** 1619485763 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 7032443 | 5/1/2022 | 5/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>SIR | $ 2,000,000<br>$ 2,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 1,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | 8682560 | 5/1/2022 | 5/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 3,000,000<br>$<br>$<br>$ |
| B<br>C<br>D | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | 023815851<br>G27980028007<br>ELD10007642207 | 5/1/2022<br>5/1/2022<br>5/1/2022 | 5/1/2023<br>5/1/2023<br>5/1/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 25,000,000<br>$ 25,000,000 |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WC63851014 | 5/1/2022 | 5/1/2023 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E<br>E | Pollution | Y | Y | ENPU201000015903<br>ENXU201000016003 | 5/1/2022<br>5/1/2022 | 5/1/2023<br>5/1/2023 | Each Incident<br>Aggregate | $5,000,000<br>$5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
PLEASE SEE ALL PAGES ATTACHED FOR ADDITIONAL COVERAGE INFORMATION..
Pollution Liability Coverage:
Primary $1M – Ascot Insurance Company – Policy #ENPU201000015903
$4M xs $1M – Ascot Insurance Company – Policy #ENXU201000016003
$5M xs $5M – Ironshore Specialty – Policy # IEELPLLB9BXL002

**Named Insureds**
Acacia Natural Gas, L.L.C. (DE) - CT Corp
See Attached...

**CERTIFICATE HOLDER**

City of Midland
300 N. Loraine
Midland TX 79701

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Aaron Horton



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# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Arthur J. Gallagher Risk Management Services, Inc. | EnLink Midstream, LLC<br>1722 Routh St., Suite 1300<br>Dallas TX 75201 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Acacia Natural Gas, L.L.C. (TX) - CT Corp
Amarillo Rattler, LLC (DE) - CT Corp
Amarillo Rattler, LLC (TX) - CT Corp
Ascension Pipeline Company, LLC (DE)
Ascension Pipeline Company, LLC (LA)
Bridgeline Holdings, L.P. (DE) - CT Corp
Bridgeline Holdings, L.P. (LA) - CT Corp
Cedar Cove Midstream LLC (DE)
Coronado Midstream LLC (TX) - CT Corp
Delaware G&P LLC (DE) - CT Corp
Delaware G&P LLC (NM) - CT Corp
Delaware G&P LLC (TX) - CT Corp
EnLink Appalachia, LLC (DE) - CT Corp
EnLink Appalachia, LLC (KY) - CT Corp
EnLink Appalachia, LLC (OH) - CT Corp
EnLink Appalachia, LLC (WV) - CT Corp
EnLink Appalachian Compression, LLC (DE) - CT Corp
EnLink Appalachian Compression, LLC (OH) - CT Corp
EnLink Appalachian Compression, LLC (PA) - CT Corp
EnLink Calcasieu, LLC (DE) - CT Corp
EnLink Calcasieu, LLC (LA) - CT Corp
EnLink Community Fund (TX) - CT Corp
EnLink Crude Marketing, LLC (DE) - CT Corp
EnLink Crude Marketing, LLC (KY) - CT Corp
EnLink Crude Marketing, LLC (LA) - CT Corp
EnLink Crude Marketing, LLC (NM) - CT Corp
EnLink Crude Marketing, LLC (OH) - CT Corp
EnLink Crude Marketing, LLC (OK) - The Corp Company
EnLink Crude Marketing, LLC (TX) - CT Corp
EnLink Crude Marketing, LLC (WV) - CT Corp
EnLink Crude Pipeline, LLC (DE) - CT Corp
EnLink Crude Pipeline, LLC (TX) - CT Corp
EnLink Delaware Crude Pipeline, LLC (TX) - CT Corp
EnLink Delaware Crude Pipeline, LLC (NM) - CT Corp
EnLink Energy GP, LLC (DE) - CT Corp
EnLink Energy GP, LLC (LA) - CT Corp
EnLink Energy GP, LLC (OK) - The Corp Company
EnLink Energy GP, LLC (TX) - CT Corp
EnLink Gas Marketing, LP (TX) - CT Corp
EnLink Gas Marketing, LP (LA) - CT Corp
EnLink Gas Marketing, LP (OK) - CT Corp
EnLink LIG, LLC (LA) - CT Corp
EnLink LIG Liquids, LLC (LA) - CT Corp
EnLink Louisiana Gathering, LLC (LA) - CT Corp
EnLink Matli Holdings, LLC (DE) - CT Corp
EnLink Matli Holdings, LLC (OK) - The Corp Company
EnLink Midstream Finance Corporation (DE) - CT Corp
EnLink Midstream Funding, LLC (DE) - CT Corp
EnLink Midstream GP, LLC (DE) - CT Corp
EnLink Midstream GP, LLC (TX) - CT Corp
EnLink Midstream Holdings GP, LLC (DE) - CT Corp
EnLink Midstream Holdings GP, LLC (OK) - The Corp Company
EnLink Midstream Holdings GP, LLC (TX) - CT Corp
EnLink Midstream Holdings, LP (DE) - CT Corp
EnLink Midstream Holdings, LP (OK) - The Corp Company
EnLink Midstream Holdings, LP (TX) - CT Corp
EnLink Midstream, LLC (DE) - CT Corp
EnLink Midstream, LLC (TX) - CT Corp
EnLink Midstream Manager, LLC (DE) - CT Corp
EnLink Midstream Manager, LLC (TX) - CT Corp
EnLink Midstream Operating GP, LLC (DE) - CT Corp
EnLink Midstream Operating GP, LLC (AL) - CT Corp
EnLink Midstream Operating GP, LLC (KY) - CT Corp
EnLink Midstream Operating GP, LLC (LA) - CT Corp
EnLink Midstream Operating GP, LLC (NM) - CT Corp
EnLink Midstream Operating GP, LLC (OH) - CT Corp
EnLink Midstream Operating GP, LLC (OK) - The Corp Co.
EnLink Midstream Operating GP, LLC (TX) - CT Corp



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# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Arthur J. Gallagher Risk Management Services, Inc. | EnLink Midstream, LLC<br>1722 Routh St., Suite 1300<br>Dallas TX 75201 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

EnLink Midstream Operating GP, LLC (WV) - CT Corp
EnLink Midstream Operating, LP (DE) - CT Corp
EnLink Midstream Operating, LP (AL) - CT Corp
EnLink Midstream Operating, LP (KY) - CT Corp
EnLink Midstream Operating, LP (LA) - CT Corp
EnLink Midstream Operating, LP (NM) - CT Corp
EnLink Midstream Operating, LP (OH) - CT Corp
EnLink Midstream Operating, LP (OK) - The Corp Co.
EnLink Midstream Operating, LP (TX) - CT Corp
EnLink Midstream Operating, LP (WV) - CT Corp
EnLink Midstream Partners, LP (DE) - CT Corp
EnLink Midstream Partners, LP (TX) - CT Corp
EnLink Midstream Services, LLC (TX) - CT Corp
EnLink Midstream Services, LLC (OK) - The Corp Co.
EnLink NGL Marketing, LP (TX) - CT Corp
EnLink NGL Marketing, LP (LA) - CT Corp
EnLink NGL Pipeline, LP (TX) - CT Corp
EnLink NGL Pipeline, LP (LA) - CT Corp
EnLink Nominee Corp. (DE) - CT Corp
EnLink Nominee Corp. (TX) - CT Corp
EnLink North Texas Gathering, LP (TX) - CT Corp
EnLink North Texas Gathering, LP (NM) - CT Corp
EnLink Ohio Compression, LLC (DE)
EnLink Ohio Compression, LLC (OH)
EnLink Oklahoma Crude Gathering, LLC (DE) - CT Corp *
EnLink Oklahoma Crude Gathering , LLC (OK) - CT Corp
EnLink Oklahoma Gas Processing, LP (DE) - CT Corp **
EnLink Oklahoma Gas Processing, LP (OK) - The Corp Co.
EnLink Oklahoma Pipeline, LLC (DE) - CT Corp
EnLink Oklahoma Pipeline, LLC (OK) - The Corp Co.
EnLink Oklahoma Pipeline, LLC (TX) - CT Corp
EnLink ORV Holdings, LLC (DE) - CT Corp
EnLink Pelican, LLC (DE) - CT Corp
EnLink Pelican, LLC (LA) - CT Corp
EnLink Permian, LLC (TX) - CT Corp
EnLink Permian II, LLC (TX) - CT Corp
EnLink Permian II, LLC (NM) - CT Corp
EnLink Processing Services, LLC (DE) - CT Corp
EnLink Processing Services, LLC (LA) - CT Corp
EnLink Processing Services, LLC (NM) - CT Corp
EnLink Texas NGL Pipeline, LLC (TX) - CT Corp
EnLink Texas Processing, LP (TX) - CT Corp
EnLink Tuscaloosa, LLC (LA) - CT Corp
Gulf Coast Fractionators (TX)
Jefferson Island Storage & Hub, L.L.C. (DE) - CT Corp
Jefferson Island Storage & Hub, L.L.C. (LA) - CT Corp
Jefferson Island Storage & Hub, L.L.C. (TX) - CT Corp
Ohio River Valley Pipeline, LLC (DE) - CT Corp
Ohio River Valley Pipeline, LLC (OH) - CT Corp
Ohio River Valley Pipeline, LLC (WV) - CT Corp
OOGC Disposal Company I, LLC (DE) - CT Corp
OOGC Disposal Company I, LLC (OH) - CT Corp
Sabine Hub Services LLC (DE) - CT Corp
Sabine Hub Services LLC (TX) - CT Corp
Sabine Pass Plant Facility Joint Venture (TX, d/b/i LA)
Sabine Pipe Line LLC (DE) - CT Corp
Sabine Pipe Line LLC (LA) - CT Corp
Sabine Pipe Line LLC (TX) - CT Corp
SWG Pipeline, L.L.C. (TX) - CT Corp
TOM-STACK, LLC (DE) - CT Corp
TOM-STACK, LLC (OK) - CT Corp

If required by contract, the Certificate Holder is included as Additional Insured as respects General Liability form #83644 (8/12) and #CG 20 10 (4/13); as respects Auto Liability form #87950 (9/14) and is Primary and Non-Contributory per General Liability form #74434 (10/99) and form #CG 20 01 (4/13); Automobile Liability form #74445 (10/99);
Waiver of Subrogation applies per General Liability form #CG2404 (5/09); Automobile Liability form #CA0444 (10/13); Workers' Compensation form #WC000313 (4/84) ;
Contractual Liability – Railroads per Contract or Agreement per General Liability form #CG 24 17 (10/01); Notice of Cancellation to Third Parties per General



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# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Arthur J. Gallagher Risk Management Services, Inc. | EnLink Midstream, LLC<br>1722 Routh St., Suite 1300<br>Dallas TX 75201 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Liability form #108538 (3/11); per Automobile Liability form #108538 (3/11); per Workers' Compensation form #990058 (4/11); per Umbrella Liability form #LX9586; Pollution Liability Broadened Coverage for Covered Autos provided per Automobile Liability form #CA9948 (10/13); Time Element Pollution is included in the General Liability policy; Collapse and Underground Hazards are not excluded in the General Liability policy: Workers Compensation Policy provides coverage for States of KY, LA, TX, WV, OK, and NM. Other States Covered: All States except monopolistic states.
Workers Compensation policy provides Alternate Employer Endorsement per form #WC000301A that applies to any entity required by written contract with you before loss;
Workers Compensation policy provides West Virginia Employers Liability Broad Form Endorsement #WC994702 edition 07/08; Stop Gap Coverage applies for the following States: ND, OH, WA, WY; Workers Compensation Policy provides Longshore Harbor Workers Compensation Act coverage per form #WC000106A; Workers Compensation Policy provides Maritime coverage per form #WC000201B.; Workers Compensation Policy provides Voluntary Compensation Maritime coverage per form #WC000203; If qualified as an additional insured, or provided a waiver of subrogation on the primary General Liability, Workers Compensation or Auto policies, then the umbrella too will include these; Auto Liability - MCS 90 applies to EnLink Midstream, LLC; EnLink Appalachia, LLC; DOT #2588549 - $3,000,000 limit
Re: Right of Way License with the City of Midland


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# RIGHT OF WAY LICENSE

| | | |
|---|---|---|
| THE STATE OF TEXAS | § | |
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF MIDLAND | § | |

| | |
|---|---|
| **Date:** | March 29, 2023 |
| **Licensor:** | CITY OF MIDLAND, TEXAS, a home-rule municipal corporation |
| **Licensor's Representative:** | Robert Patrick, City Manager |
| **Licensor's Mailing Address:** | P.O. Box 1152<br>Midland, Texas 79702 |
| **Licensee:** | **EnLink North Texas Gathering, LP** |
| **Licensee's Representative:** | **Christopher J. Greneaux** |
| **Licensee's Mailing Address:** | 2300 South College Road<br>Lafayette, Louisiana 70508 |
| **Property:** | As described in Article III below |
| **License Number:** | **23-329-009** |

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

**W I T N E S S E T H:**

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

## I. Term

**A. Term.** This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

**B. Termination.** Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

## II. Financial Consideration

**A. License Fee.** A license fee in the amount of ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED THIRTY-THREE and 60/100 Dollars ($193,233.60) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

**B. Application Fee.** On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

**C. Delivery of Payment.** Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

**D. Late Payment.** Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

## III. Use

**A. Permitted Use.** Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) to seventy (70) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a private steel construction pipeline, not to exceed twenty-four (24) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to thirty (30) feet after the powerline is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

**B. Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

**C. Utility Repair.** Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

**D. Pipeline Depth.** Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

**E. Approval of Bids.** Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

**F. Reservation of Rights.** Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights

of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

**G. Non-exclusive.** Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

**H. Abandonment.** It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

**I. Approval of Specifications.** In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

**J. Gates and Fences.** Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's

lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

**K. Trash.** Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

**L. Hunting, Fishing and Alcohol Prohibited.** No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

**M. Storage of Machinery and Equipment.** Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

**N. Additional Reservations.** Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any

portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

## IV. Standard General Conditions

**A. Insurance.** Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| *Commercial General Liability (including Contractual liability):* | |
| ■ Personal Injury: | $1,000,000.00 per person<br>$1,000,000.00 per occurrence |
| ■ Property Damage: | $100,000.00 per occurrence |
| *Business Automobile Liability:* | $1,000,000.00 combined single limit--<br>Personal Injury and Property Damage |
| *Workers' Compensation:* | Statutory limits |
| *Employers' Liability:* | $1,000,000.00 per accident or occurrence |
| *Umbrella Liability:* | $10,000,000.00 each occurrence<br>$10,000,000.00 aggregate |

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to

provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

**B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN**

**ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.**

**WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL**

**INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.**

**IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.**

**THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.**

**C. Assignment.** The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

**D. Independent Contractor.** It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to

control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

**E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.**

**LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**F. Governing Law & Venue.** All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

**G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.**

**H. Governmental Immunity.** By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

**I. Third Party Beneficiary.** Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

**J. Notices.** Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

**K. Notice of Alleged Breach; Statutory Prerequisite.** Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time

and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

**L. Consideration.** The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

**M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE.** The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

**N. Compliance**. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

**O. Texas Historical Commission Survey.** Licensee agrees that it shall comply with Chapter 191

of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

**P. Waiver.** No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

**Q. Counterpart Execution.** This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

**R. No Release of Liability**. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

**S. Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

*[Signature Pages Follow]*

**LICENSOR:**
**CITY OF MIDLAND, TEXAS**

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

**LICENSEE:**
**ENLINK NORTH TEXAS GATHERING, LP BY ENLINK ENERGY GP, LLC, GENERAL PARTNER**

By: _____
Printed Name: Christopher J. Greneaux
Title: Director of Land

THE STATE OF LOUISIANA §
§
PARISH OF LAFAYETTE §

BEFORE ME, the undersigned authority, on this 22nd day of February, 2023 personally appeared Christopher J. Greneaux, the Director of Land for EnLink Energy GP, LLC, the General Partner of EnLink North Texas Gathering, LP, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of February, 2023.

_____
Notary Public, State of Louisiana

JAMES REYNOLDS
NOTARY PUBLIC ID #186392
STATE OF LOUISIANA
My Commission is for Life

# EXHIBIT "A"
# EXISTING CITY OF
# MIDLAND DRAINAGE CHANNEL

**STATE OF TEXAS**
**COUNTY OF MIDLAND**

A base line description of a thirty-foot (30') wide Proposed Pipeline ROW situated in T.&P.RR.CO., Section 14 Block 39 T1S, Abstract 667 & H.P. Hillard , Section 2 Block X, Abstract 10 in Midland County, Texas and being over and across a portion of an existing City of Midland drainage channel. **(See Exhibit "B" for further clarification).** Said base line being more particularly described as follows:

**COMMENCING** at a Found Iron Rod at a reentrant corner of City of Midland, Volume 1027, Page 199, Deed Records of Midland County Texas.

**THENCE**, South 81°01'14" West, a distance of 1,275.01 feet to the **POINT OF BEGINNING** of the herein described base line description. Said Point of Beginning having coordinates of North: 10709412.48 and East: 1751694.79.

**THENCE** along the base line of the herein described Proposed Pipeline ROW the following four (4) calls:

1) North 59°29'00" West, a distance of 124.30 feet to an angle point;
2) North 29°40'48" East, a distance of 906.48 feet to an angle point;
3) North 54°28'18" East, a distance of 205.94 feet to an angle point;
4) North 16°55'23" West, a distance of 540.79 feet to the **POINT OF TERMINATION** of said base line of pipeline ROW from which a Found 1/2" Iron Rod Highway Monument (SER198) at the Northeast corner of Midland Airpark, South 34°43'22" West, a distance of 82.09 feet. Said Point of Termination having coordinates of North: 10710900.19 and East: 1752046.74.

Said base line description being 1,777.51 Linear Feet, or 107.73 Rods.
Area of Proposed Pipeline being 1.23 acres.

All Coordinates, bearings and distances shown herein are grid, based upon Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in December 2022.

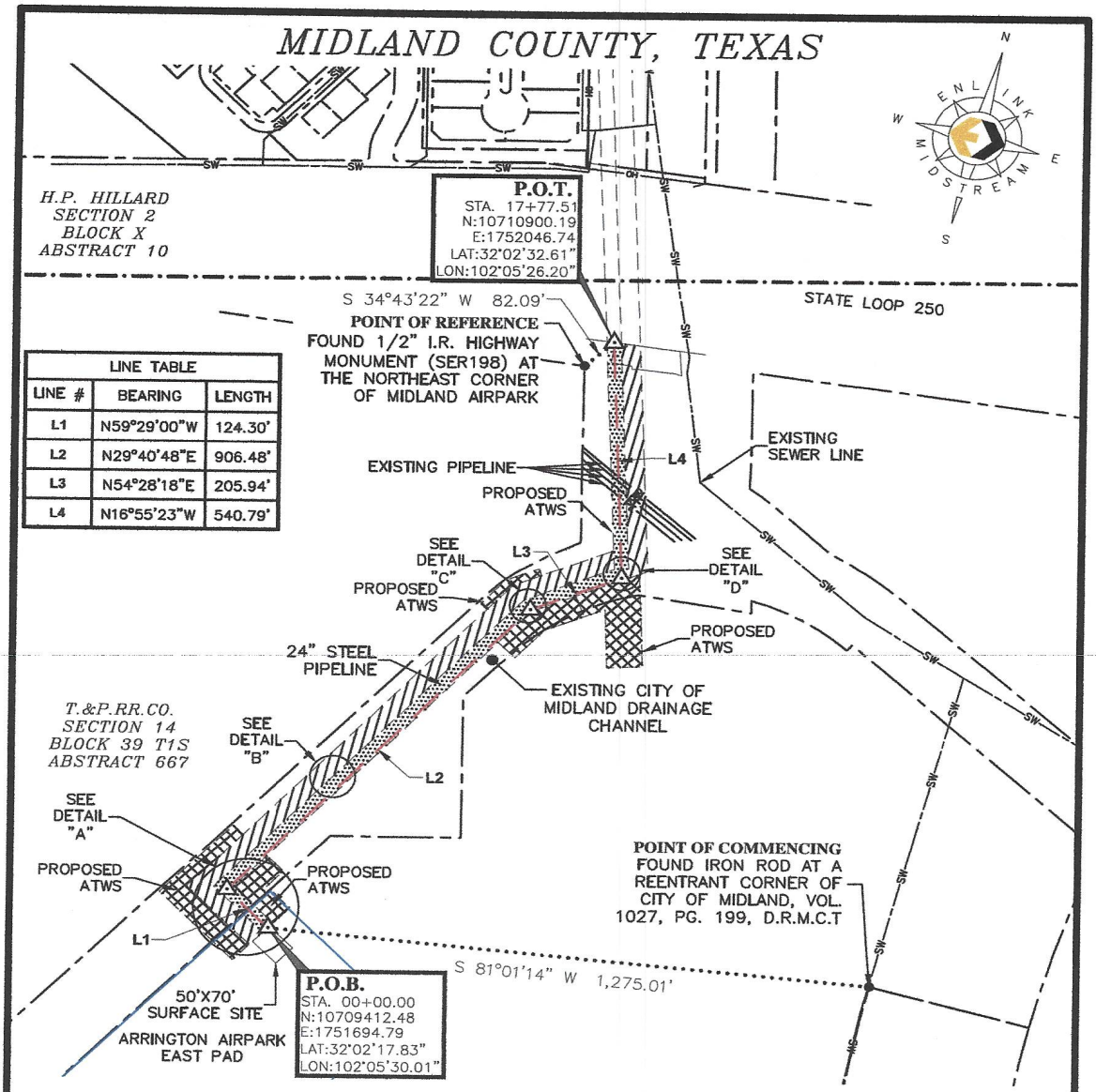
For reference and further information see Exhibit "B" drawing number 22001805 - Enlink – Arrington Airpark PL - TX165-667-001 R5.

Jerry D. Wilkie, Jr
2/7/23

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



# MIDLAND COUNTY, TEXAS




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L1 | N59°29'00"W | 124.30' |
| L2 | N29°40'48"E | 906.48' |
| L3 | N54°28'18"E | 205.94' |
| L4 | N16°55'23"W | 540.79' |

ADDITIONAL TEMPORARY WORKSPACE
1.247 ACRES (54,332.45 SQ. FT)

40 FT. WIDE TEMPORARY WORKSPACE
1.71 ACRES (74,512.93 SQ. FT)

30 FT. WIDE ROW
1.23 ACRES (53,386.69 SQ. FT)

GRAPHIC SCALE
150' 0 75' 150' 300'
( IN FEET )
1 inch = 300 ft.

STATE OF TEXAS
COUNTY OF MIDLAND
I hereby certify that the above and foregoing plat represents an on the ground survey conducted in December of 2022 and is true and correct to the best of my knowledge.

Jerry D. Wilkie, Jr

JERRY D. WILKIE, JR., R.P.L.S. NO. 4724 02/07/23

STATE OF TEXAS REGISTERED JERRY D. WILKIE JR. 4724 PROFESSIONAL LAND SURVEYOR

LEGEND

| | |
|---|---|
| △ | = CALCULATED POINT |
| ● | = IRON ROD FOUND (OTHERWISE NOTED) |
| P.O.B. | = POINT OF BEGINNING |
| P.O.T. | = POINT OF TERMINATION |
| —x— | = EXISTING FENCE |
| —OH— | = OVERHEAD ELECTRIC LINE |
| — · — · — | = BOUNDARY LINE |
| — — — | = DEED LINE |
| —PL— | = EXISTING PIPELINE |
| N.T.S. | = NOT TO SCALE |
| O.P.R.M.C.T. | = OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS |

NOTES:

(1) BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE – 4202
ALL DISTANCES SHOWN HEREON ARE GRID/STATE PLANE. TO COMPUTE GRID/STATE PLANE DISTANCES TO GROUND/SURFACE DISTANCES, MULTIPLY THE GRID/STATE PLANE DISTANCES BY COMBINED SCALE FACTOR OF 1.0001401897

(2) THE EASEMENT SIDELINES, ARE A VARIABLE OFFSET DISTANCE, SEE DESCRIBED BASE LINE ABOVE, AND ARE TO BE SHORTENED OR ELONGATED TO CONFORM TO THE GRANTOR'S PROPERTY LINES, AS SHOWN HEREON.


ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153


| | |
|---|---|
| PROJECT AFE: 30013286 | |
| TRACT NO.: TX165–667–001 | |
| DATE: 12/15/22 | |
| REVISED: MAB REV5 2/07/23 | |
| TECH: AM | |
| DRAWING: ARRINGTON AIRPARK PL – SECTION 14 & 2 | |
| LAYOUT: | |
| ATWELL JOB NO. 22001805 | |

ENLINK MIDSTREAM
1722 ROUTH ST., SUITE 1300
DALLAS, TEXAS 75201

ENLINK NORTH TEXAS GATHERING, LP

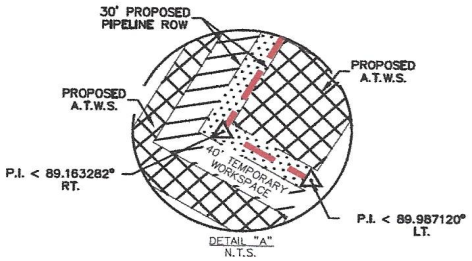
| EXHIBIT "B" | |
|---|---|
| BASE LINE OF 30' | |
| PROPOSED PIPELINE ROW | |
| 1,777.51 FEET | |
| 107.73 RODS | |
| 24" STEEL PIPELINE | |

ARRINGTON AIRPARK WELL CONNECT – LINE ID – CH-1297

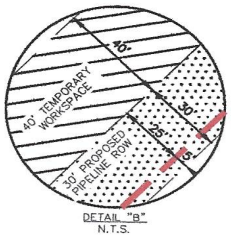
PLAT SHOWING A PROPOSED PIPELINE ROW, DEFINED BY A BASE LINE, IN THE T.&P.RR.CO. SURVEY, SECTION 14, BLOCK 39 T1S, ABSTRACT 667 & H.P. HILLARD SURVEY, SECTION 2, BLOCK X, ABSTRACT 10 IN MIDLAND COUNTY, TEXAS.

PAGE NO. 1 OF 3

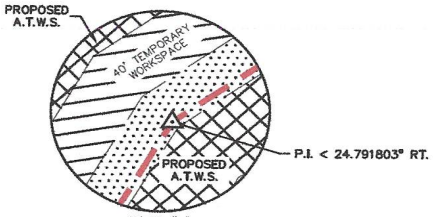
# MIDLAND COUNTY, TEXAS



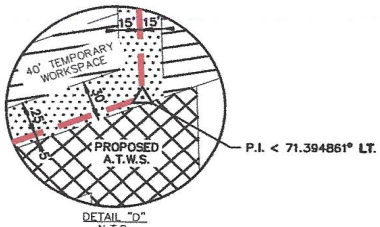
DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



DETAIL "C"
N.T.S.



DETAIL "D"
N.T.S.

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

| | | | | |
|---|---|---|---|---|
| PROJECT AFE: 30013286 | ENLINK MIDSTREAM 1722 ROUTH ST., SUITE 1300 DALLAS, TEXAS 75201 | EXHIBIT "B" | ARRINGTON AIRPARK WELL CONNECT - LINE ID - CH-1297 | PAGE NO. |
| TRACT NO.: TX165-667-001 | | BASE LINE OF 30' | PLAT SHOWING A PROPOSED PIPELINE ROW, DEFINED BY A BASE LINE, IN THE T.&P.RR.CO. SURVEY, SECTION 14, BLOCK 39 T1S, ABSTRACT 667 & H.P. HILLARD SURVEY, SECTION 2, BLOCK X, ABSTRACT 10 IN MIDLAND COUNTY, TEXAS. | 2 OF 3 |
| DATE: 12/15/22 | | PROPOSED PIPELINE ROW | | |
| REVISED: MAB REV5 2/07/23 | | 1,777.51 FEET | | |
| TECH: AM | | 107.73 RODS | | |
| DRAWING: ARRINGTON AIRPARK PL - SECTION 14 & 2 | | 24" STEEL PIPELINE | | |
| LAYOUT: | ENLINK NORTH TEXAS GATHERING, LP | | | |
| ATWELL JOB NO. 22001805 | | | | |

# EXHIBIT "A"
# EXISTING CITY OF
# MIDLAND DRAINAGE CHANNEL

**STATE OF TEXAS**
**COUNTY OF MIDLAND**

Centerline description of a thirty-foot (30') wide Proposed Pipeline ROW situated in H.P. Hillard, Section 2, Block X, Abstract 10 in Midland County, Texas and being over and across a portion of an existing City of Midland drainage channel. Said thirty-foot (30') Proposed Pipeline ROW being fifteen (15') on each side of the herein described centerline description, **(See Exhibit "B" for further clarification)**. Said centerline being more particularly described as follows:

**COMMENCING** at a Found 1/2" I.R. Highway Monument (SER198) at the northeast corner of Midland Airpark.

**THENCE**, North 8°54'18" West, a distance of 461.53 feet to the **POINT OF BEGINNING** of the herein described centerline description. Said Point of Beginning having coordinates of North: 10711288.68 and East: 1751928.54.

**THENCE** along the centerline of the herein described Proposed Pipeline ROW the following three (3) calls:

1) North 16°55'23" West, a distance of 366.67 feet to an angle point;
2) North 14°05'50" West, a distance of 912.29 feet to an angle point;
3) North 34°46'47" West, a distance of 367.25 feet to the **POINT OF TERMINATION** of said centerline of pipeline ROW from which a Found Iron Rod at a reentrant corner of City of Midland, Volume 1027, Page 199, Deed Records of Midland County Texas, bears South 25°56'47" East, a distance of 3,574.77 feet. Said Point of Termination having coordinates of North: 10712825.93 and East: 1751390.11.

Said centerline description being 1,646.21 Linear Feet, or 99.77 Rods.
Area of Proposed Pipeline ROW being 1.13 acres.

All Coordinates, bearings and distances shown herein are grid, based upon Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in November 2022.

For reference and further information see Exhibit "B" drawing number 22001805 - Enlink – Arrington Airpark PL - TX165-10-001 R2.

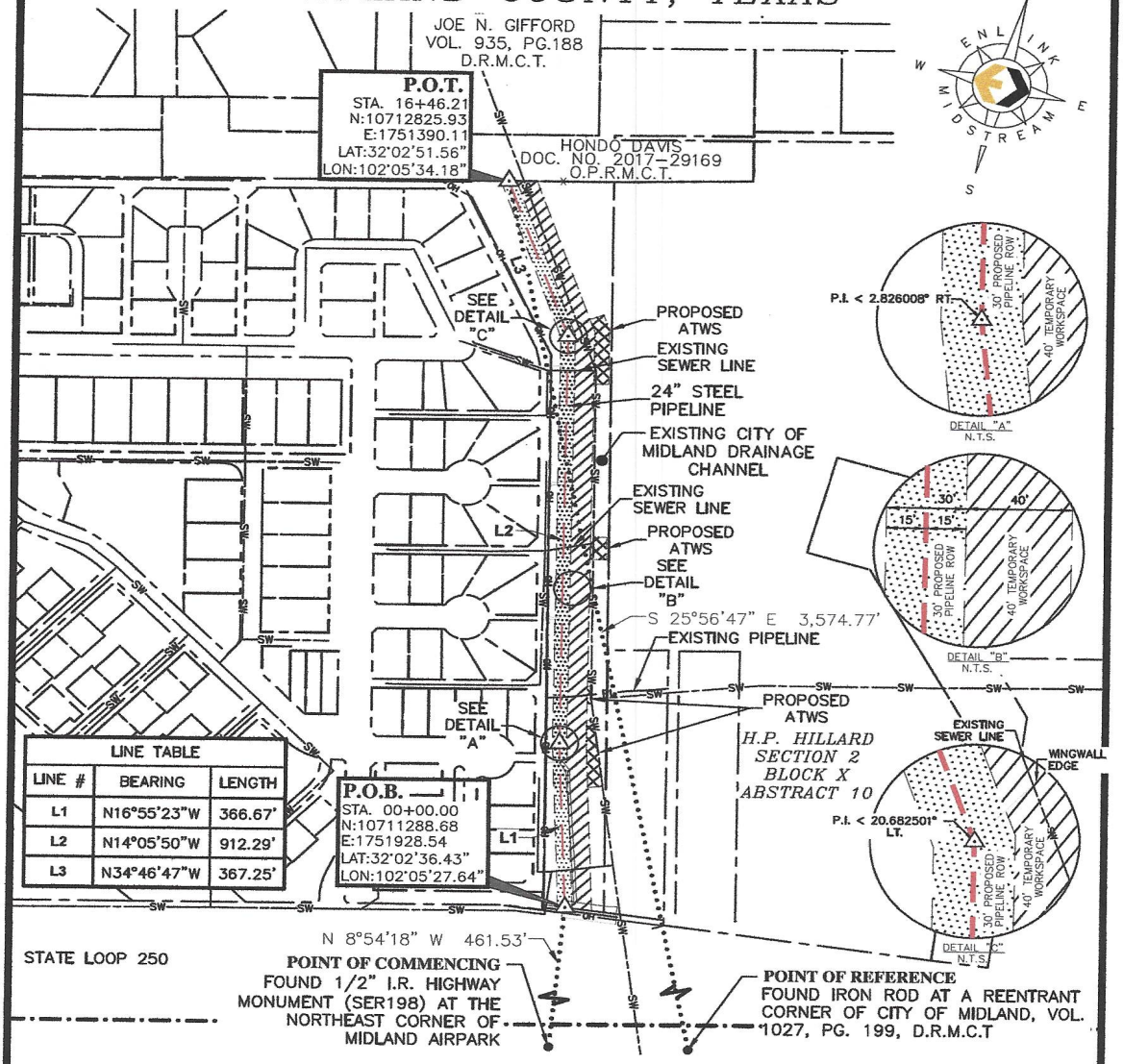
Jerry D. Wilkie, Jr

2/7/23

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



# MIDLAND COUNTY, TEXAS




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L1 | N16°55'23"W | 366.67' |
| L2 | N14°05'50"W | 912.29' |
| L3 | N34°46'47"W | 367.25' |

ADDITIONAL TEMPORARY WORKSPACE
0.226 ACRES (9,827.47 SQ. FT)

40 FT. WIDE TEMPORARY WORKSPACE
1.51 ACRES (65,986.40 SQ. FT)

30 FT. WIDE ROW
1.13 ACRES (49,389.99 SQ. FT)

GRAPHIC SCALE
150' 0 75' 150' 300'
( IN FEET )
1 inch = 300 ft.

STATE OF TEXAS
COUNTY OF MIDLAND
I hereby certify that the above and foregoing plat represents an on the ground survey conducted in November of 2022 and is true and correct to the best of my knowledge.

Jerry D. Wilkie, Jr

JERRY D. WILKIE, JR., R.P.L.S. NO. 4724 02/07/23

STATE OF TEXAS REGISTERED JERRY D. WILKIE JR. 4724 PROFESSIONAL LAND SURVEYOR

LEGEND

| | |
|---|---|
| △ | = CALCULATED POINT |
| ● | = IRON ROD FOUND (OTHERWISE NOTED) |
| P.O.B. | = POINT OF BEGINNING |
| P.O.T. | = POINT OF TERMINATION |
| —x— | = EXISTING FENCE |
| —OH— | = OVERHEAD ELECTRIC LINE |
| — · — · — | = BOUNDARY LINE |
| — — — | = DEED LINE |
| —PL— | = EXISTING PIPELINE |
| N.T.S. | = NOT TO SCALE |
| O.P.R.M.C.T. | = OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS |

NOTES:

(1) BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE – 4203
ALL DISTANCES SHOWN HEREON ARE GRID/STATE PLANE. TO COMPUTE GRID/STATE PLANE DISTANCES TO GROUND/SURFACE DISTANCES, MULTIPLY THE GRID/STATE PLANE DISTANCES BY COMBINED SCALE FACTOR OF 1.0001401897

(2) THE EASEMENT SIDELINES, WHICH ARE FIFTEEN (15) FEET OFFSET AND PARALLEL TO THE DESCRIBED CENTERLINE, ARE TO BE SHORTENED OR ELONGATED TO CONFORM TO THE GRANTOR'S PROPERTY LINES, AS SHOWN HEREON.

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San Antonio, Texas 78216
TBPLS FIRM # 10194153

| | |
|---|---|
| PROJECT AFE: 30013286 | |
| TRACT NO.: TX165-10-001 | |
| DATE: 11/22/22 | |
| REVISED: MAB REV2 2/07/22 | |
| TECH: AM | |
| DRAWING: ARRINGTON AIRPARK PL – SECTION 2 | |
| LAYOUT: | |
| ATWELL JOB NO. 22001805 | |

ENLINK MIDSTREAM
1722 ROUTH ST., SUITE 1300
DALLAS, TEXAS 75201

ENLINK NORTH TEXAS GATHERING, LP

| EXHIBIT "B" |
|---|
| CENTERLINE OF 30' |
| PROPOSED PIPELINE ROW |
| 1,646.21 FEET |
| 99.77 RODS |
| 24" STEEL PIPELINE |

ARRINGTON AIRPARK WELL CONNECT – LINE ID – CN-1297

PLAT SHOWING A PROPOSED PIPELINE ROW, DEFINED BY A CENTERLINE, IN THE H.P. HILLARD SURVEY, SECTION 2, BLOCK X, ABSTRACT 10 IN MIDLAND COUNTY, TEXAS.

PAGE NO. 1 OF 1

# EXHIBIT "A"
# EXISTING CITY OF
# MIDLAND DRAINAGE CHANNEL

**STATE OF TEXAS**
**COUNTY OF MIDLAND**

Centerline description of a thirty-foot (30') wide Proposed Pipeline ROW situated in H.P. Hillard, Sections 2 & 11, Block X, Abstracts 10 & 642 in Midland County, Texas and being over and across a portion of an existing City of Midland drainage channel. Said thirty-foot (30') Proposed Pipeline ROW being fifteen (15') on each side of the herein described centerline description, **(See Exhibit "B" for further clarification)**. Said centerline being more particularly described as follows:

**COMMENCING** at a Found Iron Rod at a reentrant corner of City of Midland as recorded in Volume 1027, Page 199, of the Deed Records of Midland County Texas.

**THENCE**, North 25°44'01" West, a distance of 4,328.73 feet to the **POINT OF BEGINNING** of the herein described centerline description. Said Point of Beginning having coordinates of North: 10713510.90 and East: 1751074.70.

**THENCE** along the centerline of the herein described Proposed Pipeline ROW the following nine (9) calls:

1) North 18°08'19" West, a distance of 221.06 feet to an angle point;
2) North 40°46'41" West, a distance of 101.49 feet to an angle point;
3) North 50°40'56" West, a distance of 420.28 feet to an angle point;
4) North 43°19'00" West, a distance of 78.61 feet to an angle point;
5) North 59°03'05" West, a distance of 80.35 feet to an angle point;
6) North 51°48'11" West, a distance of 1,677.98 feet to an angle point;
7) South 75°43'42" West, a distance of 19.97 feet to an angle point;
8) North 14°16'18" West, a distance of 495.05 feet to an angle point;
9) North 10°44'36" West, a distance of 123.82 feet to the **POINT OF TERMINATION** of said centerline of pipeline ROW from which a Found 1/2" Iron Rod Highway Monument (SER198) at the Northeast corner of Midland Airpark, bears South 31°04'31" East, a distance of 5,795.78 feet. Said Point of Termination having coordinates of North: 10715796.75 and East: 1749008.42.

Said centerline description being 3,218.61 Linear Feet, or 195.07 Rods.
Area of Proposed Pipeline ROW being 2.22 acres.

All Coordinates, bearings and distances shown herein are grid, based upon Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in December 2022.

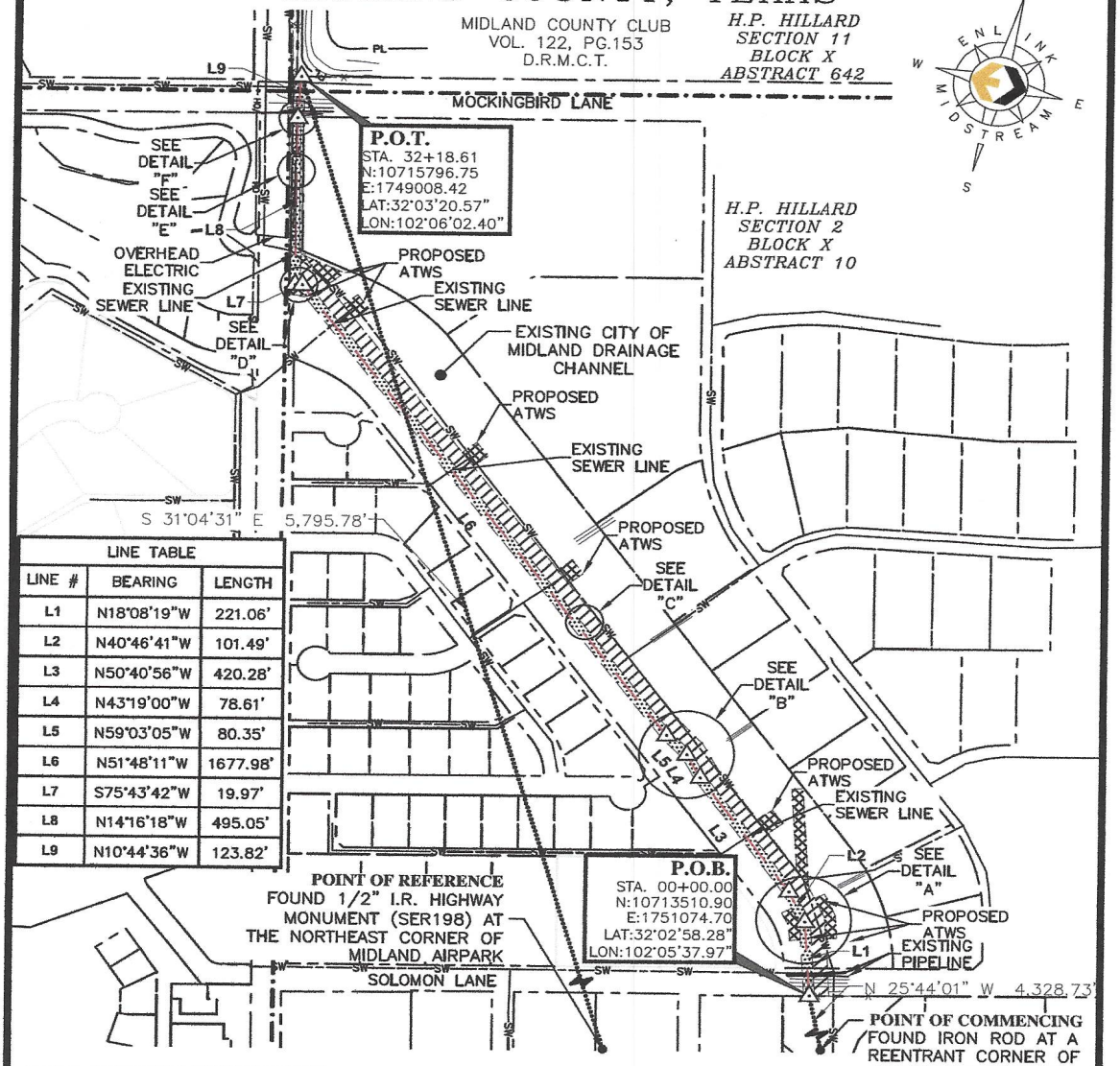
For reference and further information see Exhibit "B" drawing number 22001805 - Enlink – Arrington Airpark PL - TX165-10-004 R1.

1/11/23

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



# MIDLAND COUNTY, TEXAS




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L1 | N18°08'19"W | 221.06' |
| L2 | N40°46'41"W | 101.49' |
| L3 | N50°40'56"W | 420.28' |
| L4 | N43°19'00"W | 78.61' |
| L5 | N59°03'05"W | 80.35' |
| L6 | N51°48'11"W | 1677.98' |
| L7 | S75°43'42"W | 19.97' |
| L8 | N14°16'18"W | 495.05' |
| L9 | N10°44'36"W | 123.82' |

ADDITIONAL TEMPORARY WORKSPACE
0.656 ACRES (28,583.09 SQ. FT)

40 FT. WIDE TEMPORARY WORKSPACE
2.44 ACRES (106,321.93 SQ. FT)

30 FT. WIDE ROW
2.22 ACRES (96,620.31 SQ. FT)

GRAPHIC SCALE
200' 0 100' 200' 400'
( IN FEET )
1 inch = 400 ft.

STATE OF TEXAS
COUNTY OF MIDLAND
I hereby certify that the above and foregoing plat represents an on the ground survey conducted in December of 2022 and is true and correct to the best of my knowledge.

JERRY D. WILKIE, JR., R.P.L.S. NO. 4724 01/11/23

STATE OF TEXAS REGISTERED JERRY D. WILKIE JR. 4724 PROFESSIONAL LAND SURVEYOR

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

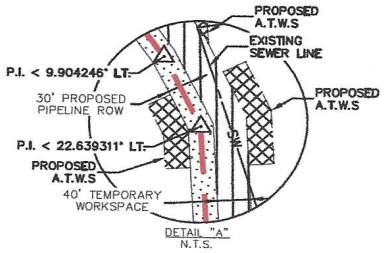
LEGEND
△ = CALCULATED POINT
● = IRON ROD FOUND (OTHERWISE NOTED)
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINATION
—x— = EXISTING FENCE
—OH— = OVERHEAD ELECTRIC LINE
— · — · — = BOUNDARY LINE
— — — = DEED LINE
—PL— = EXISTING PIPELINE
N.T.S. = NOT TO SCALE
O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

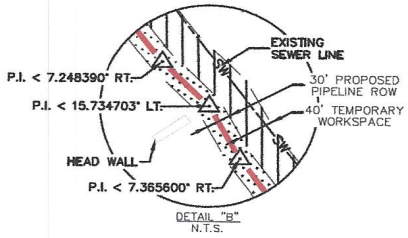
NOTES:
(1) BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE – 4203
ALL DISTANCES SHOWN HEREON ARE GRID/STATE PLANE. TO COMPUTE GRID/STATE PLANE DISTANCES TO GROUND/SURFACE DISTANCES, MULTIPLY THE GRID/STATE PLANE DISTANCES BY COMBINED SCALE FACTOR OF 1.0001401897
(2) THE ROW SIDELINES, WHICH ARE FIFTEEN (15) FEET OFFSET AND PARALLEL TO THE DESCRIBED CENTERLINE, ARE TO BE SHORTENED OR ELONGATED TO CONFORM TO THE GRANTOR'S PROPERTY LINES, AS SHOWN HEREON.

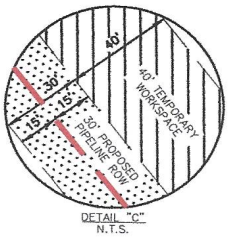
| | | | |
|---|---|---|---|
| PROJECT AFE: 30013286 | ENLINK MIDSTREAM 1722 ROUTH ST., SUITE 1300 DALLAS, TEXAS 75201 | EXHIBIT "B" | ARRINGTON AIRPARK WELL CONNECT – LINE ID – CN-1297 |
| TRACT NO.: TX165–10–004 | | CENTERLINE OF 30' | PLAT SHOWING A PROPOSED PIPELINE ROW, DEFINED BY A CENTERLINE, IN THE H.P. HILLARD SURVEY, SECTION 2 & 11, BLOCK X, ABSTRACT 10 & 642 IN MIDLAND COUNTY, TEXAS. |
| DATE: 11/22/22 | | PROPOSED PIPELINE ROW. | |
| REVISED: AM REV1 12/16/22 | | 3,218.61 FEET | |
| TECH: AM | | 195.07 RODS | |
| DRAWING: ARRINGTON AIRPARK PL – SECTION 2 & 11 | | 24" STEEL PIPELINE | |
| LAYOUT: | ENLINK NORTH TEXAS GATHERING, LP | | |
| ATWELL JOB NO. 22001805 | | | |

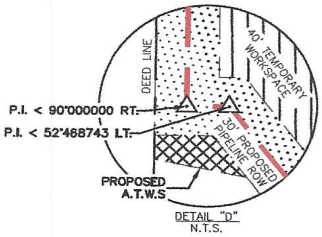
PAGE NO. 1 OF 3

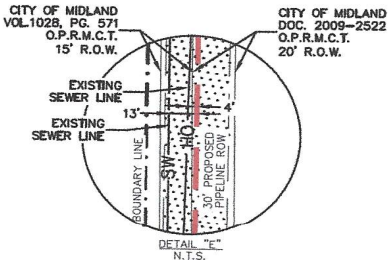
# MIDLAND COUNTY, TEXAS

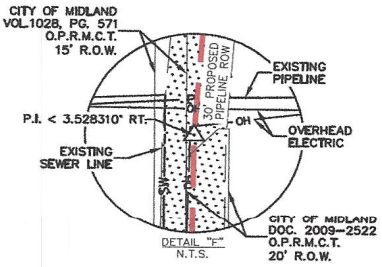


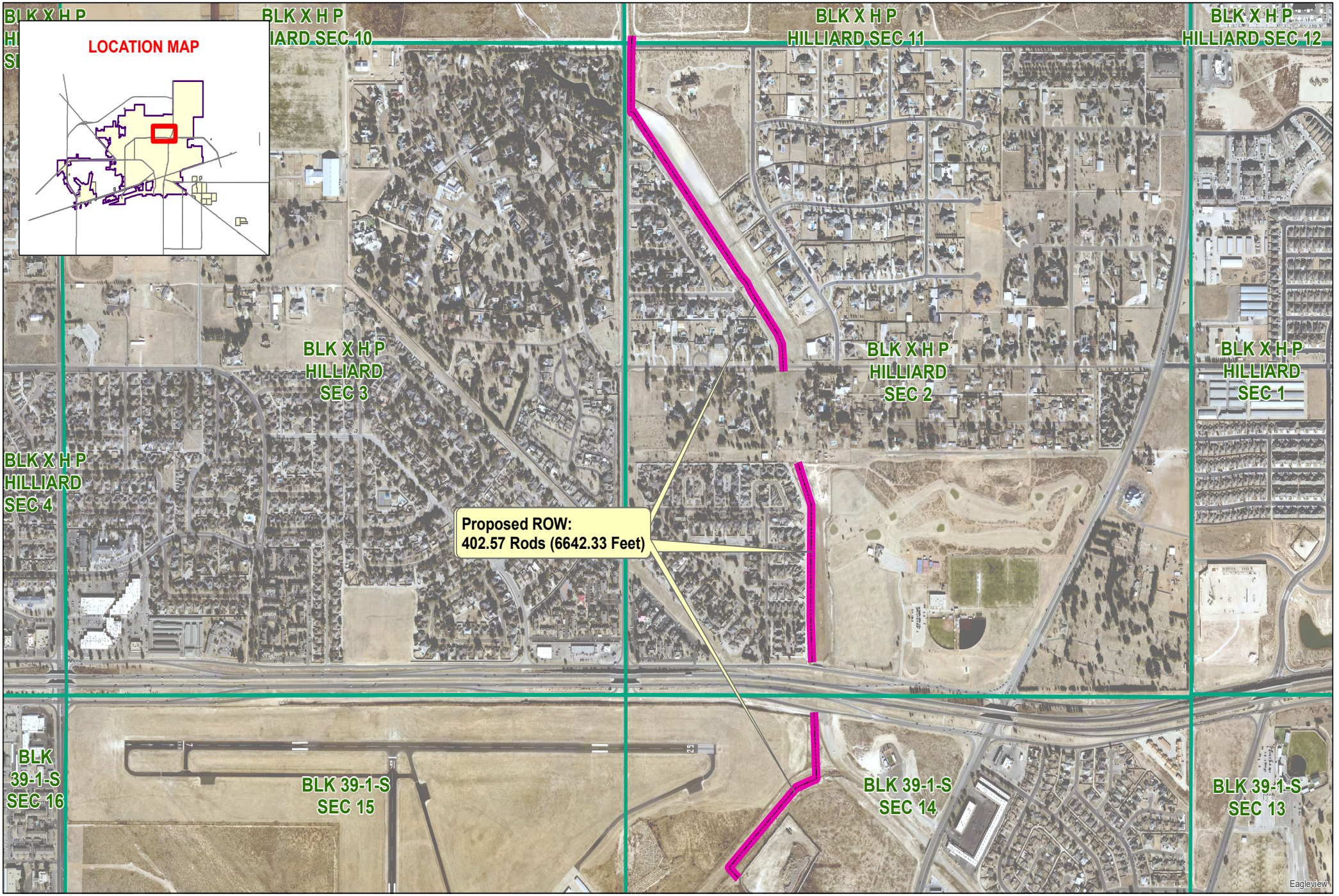




ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

| | | | | |
|---|---|---|---|---|
| PROJECT AFE: 30013286 | ENLINK MIDSTREAM 1722 ROUTH ST., SUITE 1300 DALLAS, TEXAS 75201 | EXHIBIT "B" | ARRINGTON AIRPARK WELL CONNECT - LINE ID - CH-1297 | PAGE NO. |
| TRACT NO.: TX165-10-004 | | CENTERLINE OF 30' PROPOSED PIPELINE ROW. | PLAT SHOWING A PROPOSED PIPELINE ROW, DEFINED BY A CENTERLINE, IN THE H.P. HILLARD SURVEY, SECTION 2 & 11, BLOCK X, ABSTRACT 10 & 642 IN MIDLAND COUNTY, TEXAS. | 2 OF 3 |
| DATE: 11/22/22 | | 3,218.61 FEET | | |
| REVISED: AM REV1 12/16/22 | | 195.07 RODS | | |
| TECH: AM | | 24" STEEL PIPELINE | | |
| DRAWING: ARRINGTON AIRPARK PL - SECTION 2 & 11 | | | | |
| LAYOUT: | ENLINK NORTH TEXAS GATHERING, LP | | | |
| ATWELL JOB NO. 22001805 | | | | |




**Date: 2/7/2023**

Proposed ROW

Survey Section

PACKET 29.32 March 28, 2023

# Enlink Arrington Airpark Proposed Pipeline ROW

0 250 500 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# City Council Meeting

**Item Number:** 30

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** John Simmons, Manager, Right-of-Way

**Subject:** Motion authorizing the execution of a Right-of-Way License (23-329-010) with CrownQuest Operating, LLC, regarding City-owned property described as Section 4, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

---

**Purpose:**

This motion will provide the applicant a 30' wide right of way to place 258.57' of a 25 KV phase to ground powerline on the City of Midland-owned Sprayberry Farm property. The applicant will need an additional 20' wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City's standard license for facilities of this nature.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

The following fees will be collected:

Application fee (one time): $1,000

Annual Lease Rate,

25KV Power Line ($70.00 per rod x 15.67 rods) paid 10 years in advance ($1,096.90)

Surface Damages: included in the new annual rate

Total Collected: $2,096.90

**Discussion:**

This right of way will be 258.57’ set on 2 power poles for a 25 KV phase to ground powerline on the City of Midland-owned Sprayberry Farm property. Power will serve existing Crownquest facilities for the entire area.

Certificates of Insurance are on file.

City Secretary is to record all documents.



City Manager’s Office

Ref No: G59530

CHECK NO. 200066

| REFERENCE | INVOICE DATE | INVOICE NO. | INVOICE AMT | PRIOR PAYMENT | DISCOUNT | AMOUNT PAID |
|---|---|---|---|---|---|---|
| 2302-AP-1017 | 02/20/23 | QLS2023-1632 | 1096.90 | 0.00 | | 1096.90 |

| VENDOR | CHECK DATE | | |
|---|---|---|---|
| 100167 CITY OF MIDLAND | 02/22/23 | TOTAL | 1,096.90 |

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK

CROWNQUEST
CROWNQUEST OPERATING, LLC

P.O. Box 53310
Midland, TX 79710
432-818-0300

MUFG Bank, Ltd.
53-292/113

200066

DATE 02/22/23

CONTROL NUMBER 1507

PAY One thousand ninety-six dollars and 90 cents

VOID AFTER 90 DAYS

AMOUNT $**********1,096.90

TO THE ORDER OF
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $100,000

Security features. Details on back.

DISAPPEARS WITH HEAT

⑈200066⑈ ⑆011302920⑆ ⑈74223 6⑈

CROWNQUEST
CROWNQUEST OPERATING, LLC

P.O. Box 53310
Midland, TX 79710
432-818-0300

MUFG Bank, Ltd.
53-292/113

200044

| DATE | CONTROL NUMBER |
| --- | --- |
| 02/08/23 | 850 |

PAY One thousand dollars and 00 cents

VOID AFTER 90 DAYS

| AMOUNT |
| --- |
| $**********1,000.00 |

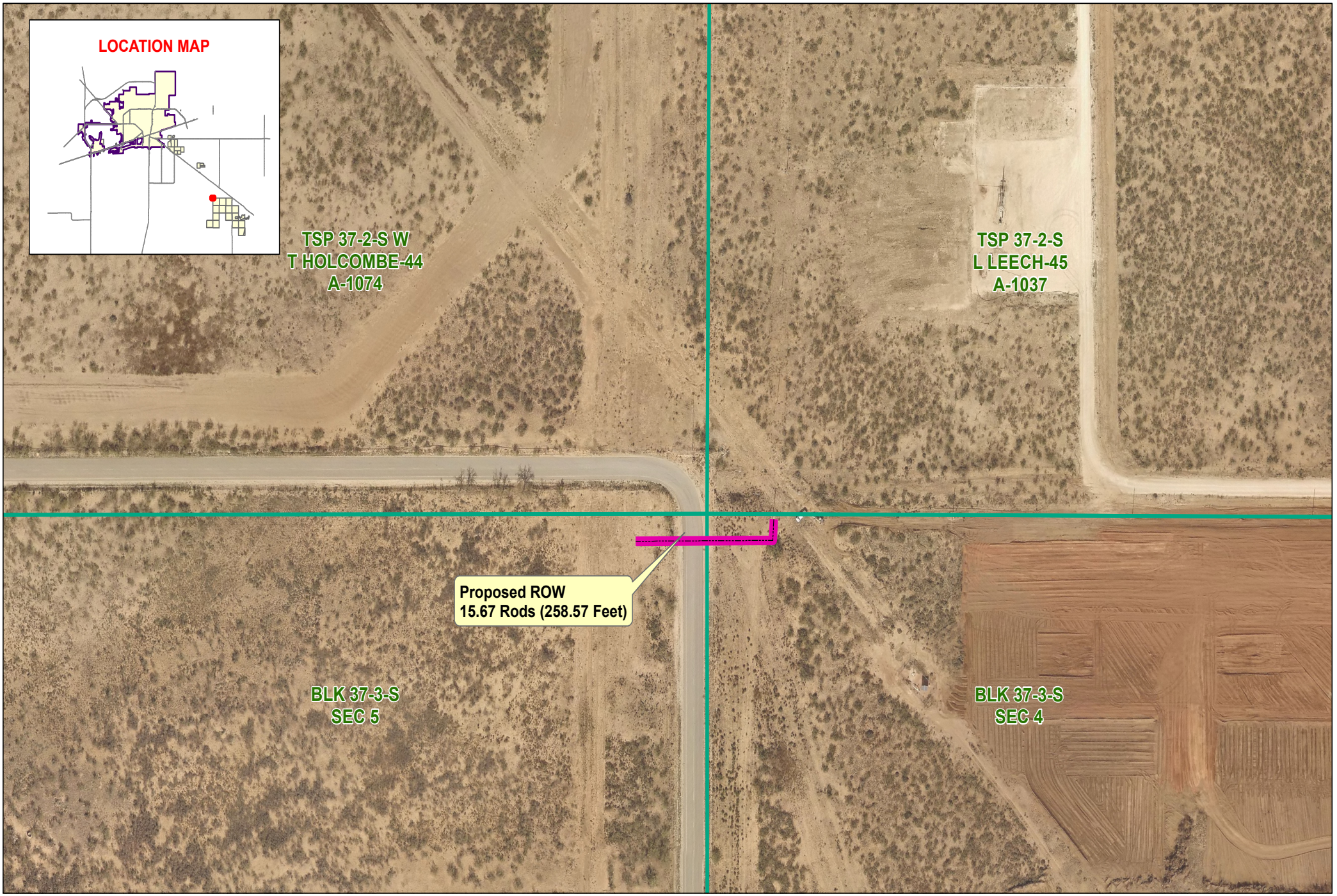
Security features. Details on back.

TO THE ORDER OF

CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $100,000

⑈200044⑈ ⑆011302920⑆ ⑈74223 6⑈




**Date: 1/11/2023**

PACKET

30.5

March 28, 2023

# Crownquest Proposed Power Line ROW

Proposed ROW

Survey Section

0 100 200 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Kelly Elliott | |
|---|---|---|
| InSource Insurance Group, LLC<br>5108 Wayland Dr.<br>Odessa TX 79762-5513 | PHONE (A/C, No, Ext): (432)362-8800 | FAX (A/C, No): (432)362-8855 |
| | E-MAIL ADDRESS: KellyE@InSourceIns.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Markel International Insurance | AA1121425 |
| INSURED<br>CrownQuest Operating, LLC<br>PO Box 53310<br>Midland TX 79710 | INSURER B: Liberty Mutual Fire Ins Co | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** CL22122128360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X S&A Pollution 30/90<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | JCGL104343 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | AS2-641-445886-012 | 12/31/2022 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | JUMB103813 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 50,000,000<br>$ 50,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC2-641-445886-022 | 12/31/2022 | 12/31/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO POLICY TERMS & CONDITIONS AND A WRITTEN CONTRACT:
GL, AUTO & UMBRELLA POLICIES INCLUDE A BLANKET ADDITIONAL INSURED. WC, GL, AUTO & UMBRELLA INCLUDE A BLANKET WAIVER OF SUBROGATION. WHEN REQUIRED BY WRITTEN CONTRACT PRIMARY - NON-CONTRIBUTORY COVERAGE APPLIES. POLICIES INCLUDE 30 DAY NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER**

City of Midland
Attn: City Attorney's Office
PO Box 1152
Midland, TX 79702

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Wood/KJE



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# COMMENTS/REMARKS

Bond # RLB0014710
Company - RLI Insurance
Effective 7/30/22 - 7/30/23
Principal: CrownQuest Operating, LLC
Blanket Bond $75,000 limit applicable for Permits to drill wells for oil or gas within the city limits.
Covered wells:
COM Nail #1
COM Nail #2
COM Nail #3
City Nail #1


COPYRIGHT 2000, AMS SERVICES INC.

# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| Enerquest Oil & Gas, Ltd. | Limited partnership, Additional Named Insured |
| EnerQuest Property Management, LLC | Limited Liability Company, Additional Named Insured |
| Hexagon Interim Partnership | Partnership, Additional Named Insured |
| Hexagon Partners, Ltd | Limited corporation, Additional Named Insured |
| Mallard Land Development, LLC | Limited Liability Company, Additional Named Insured |
| Mallard Land, LLC | Limited Liability Company, Additional Named Insured |
| Mallard Royalty Holdings, LP | Limited partnership, Additional Named Insured |
| Mallard Royalty Partners | Partnership, Additional Named Insured |
| MRH 2018, LP | Limited partnership, Additional Named Insured |
| Muscovy Land Partners, LLC | Limited Liability Company, Additional Named Insured |
| Pintail Land Development, LP | Limited partnership, Additional Named Insured |
| Teal Trading & Development, LP | Limited partnership, Additional Named Insured |
| Texas Land & Royalty, Ltd. | Limited corporation, Additional Named Insured |


OFAPPINF (02/2007) COPYRIGHT 2007, AMS SERVICES INC

# RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

| | |
|---|---|
| **Date:** | March 29, 2023 |
| **Licensor:** | CITY OF MIDLAND, TEXAS, a home-rule municipal corporation |
| **Licensor's Representative:** | Robert Patrick, City Manager |
| **Licensor's Mailing Address:** | P.O. Box 1152<br>Midland, Texas 79702 |
| **Licensee:** | **CrownQuest Operating, LLC** |
| **Licensee's Representative:** | **Robert W. Floyd** |
| **Licensee's Mailing Address:** | P.O. Box 53310<br>Midland, Texas 19710 |
| **Property:** | As described in Article III below |
| **License Number:** | **23-329-010** |

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.



**W I T N E S S E T H:**

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

## I. Term

**A. Term.** This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

**B. Termination.** Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

PACKET

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

## II. Financial Consideration

**A. License Fee.** A license fee in the amount of ONE THOUSAND NINETY-SIX and 90/100 Dollars ($1,096.90) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

30.10

**B. Application Fee.** On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

**C. Delivery of Payment.** Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

**D. Late Payment.** Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.



March 28, 2023

PACKET

## III. Use

**A. Permitted Use.** Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a 25 KV phase to ground powerline and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to thirty (30) feet after the powerline is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the powerline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the powerline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

**B. Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

**C. Utility Repair.** Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

**D. Pipeline Depth.** Intentionally omitted.

**E. Approval of Bids.** Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

30.11

**F. Reservation of Rights.** Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWERLINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of



March 28, 2023

a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

**G. Non-exclusive.** Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

**H. Abandonment.** It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

**I. Approval of Specifications.** In the event Licensee desires to reconstruct, repair, alter, replace or remove any powerline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

**J. Gates and Fences.** Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

**K. Trash.** Licensee shall keep the Property free of trash and debris at all times. Under no



PACKET 30.12 March 28, 2023

circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

**L. Hunting, Fishing and Alcohol Prohibited.** No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

**M. Storage of Machinery and Equipment.** Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

**N. Additional Reservations.** Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any powerline or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

## IV. Standard General Conditions

**A. Insurance.** Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

*Commercial General Liability (including Contractual liability):*

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence



PACKET 30.13 March 28, 2023

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| ■ Property Damage: | $100,000.00 per occurrence |
| *Business Automobile Liability:* | $1,000,000.00 combined single limit--<br>Personal Injury and Property Damage |
| *Workers' Compensation:* | Statutory limits |
| *Employers' Liability:* | $1,000,000.00 per accident or occurrence |
| *Umbrella Liability:* | $10,000,000.00 each occurrence<br>$10,000,000.00 aggregate |

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

**B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,**



PACKET
30.14
March 28, 2023

**LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.**

**WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND**

**DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWERLINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWERLINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.**



**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)**

**AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.**

**IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.**

**THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.**

**C. Assignment.** The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

**D. Independent Contractor.** It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right



PACKET 30.17 March 28, 2023

to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

**E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.**

**LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**F. Governing Law & Venue.** All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in

any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

**G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.**

**H. Governmental Immunity.** By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

**I. Third Party Beneficiary.** Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

**J. Notices.** Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

**K. Notice of Alleged Breach; Statutory Prerequisite.** Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the



PACKET
30.19
March 28, 2023

requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

PACKET

**L. Consideration.** The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

**M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE.** The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

30.20

**N. Compliance**. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

**O. Texas Historical Commission Survey.** Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.



March 28, 2023

**P. Waiver.** No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

**Q. Counterpart Execution.** This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

**R. No Release of Liability**. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

**S. Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

*[Signature Pages Follow]*



PACKET
30.21
March 28, 2023

**LICENSOR:**
**CITY OF MIDLAND, TEXAS**

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



PACKET
30.22
March 28, 2023

**LICENSEE:**
**CROWNQUEST OPERATING, LLC**

By: _____ ML JB
Printed Name: Robert W. Floyd
Title: President

THE STATE OF TX §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 22nd day of February, 2023 personally appeared Robert W. Floyd an officer of CrownQuest Operating, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of February, 2023.

_____
Notary Public, State of TX

MOLLY MCGUIRE O'DONNEL
Notary ID #130546453
My Commission Expires
February 19, 2024



PACKET 30.23 March 28, 2023

# Exhibit A

W.T. Holcombe (S.F. 6076) 44 | L. Leech 45 (S.F. 6084) | L. Leech 46 (S.F. 6085)

N 75°42'06" E 5363.33'

PACKET

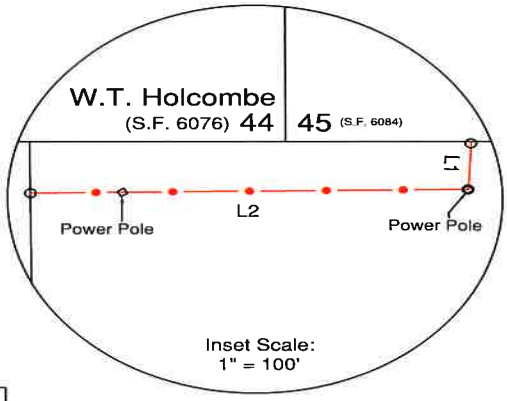


L2 L1

0+00.00 - Beginning
0+30.61 - P.I./Power Pole
2+58.57 - E.O.L.

N 14°42'07" W 5287.17'

S 14°34'07" E 5292.44'




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 11°19'29" E | 30.61' |
| L2 | S 75°11'26" W | 227.96' |

0+00.00 - Beginning
Lat: 31°54'39.684"
Long: - 101°52'33.609"

258.57 Ft. = 15.67 Rods
Surface Owner:
City of Midland
Vol. 760, Pg. 466

2+58.57 - E.O.L.
Lat: 31°54'38.781"
Long: - 101°52'36.081"

## Block 37, T-3-S, T. & P. RR. Co. Survey
## Midland County, Texas

3 (S-19889)
Calc. Cor. from which a found Stn. Mnd. for the Southeast corner of Blk. 37, Sec. 9 bears S 13°55'23" E, 5289.34'.

(S-19890) 5 | 4 (72441)

S 75°45'32" W 5278.83'

(72438) 8 | 9 (S-19892) | 10 (72045)

30.24

CENTERLINE DESCRIPTION
Of A Proposed Overhead 25kV Power Line
Right-of-Way In and Through
Section 4, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at power line station 0+00.00 for the beginning of this proposed overhead 25kV power line right-of-way from which a calculated corner for the Southeast corner of Section 4, Block 37 bears S 58°34'19" E, 7389.52 feet from which a stone mound for the Southeast corner of Section 9, Block 37 bears S13°55'23" E, 5289.34 feet.

Thence S 11°19'29" E, a distance of 30.61 feet to power line station 0+30.61 being a P.I.;

Thence S 75°11'26" W, a distance of 227.96 feet to power line station 2+58.57 being the E.O.L. (End of Line) of this proposed power line right-of-way from which a calculated corner for the Southeast corner of Section 4, Block 37 bears S 59°59'46" E, 7528.75 feet from which a stone mound for the Southeast corner of Section 9, Block 37 bears S13°55'23" E, 5289.34 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
Note: Example: (S-99999) indicates General Land Office file number.

March 28, 2023

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

May 12, 2022
220512M17-KRM

Revised: 01/11/2023-KRM
Proposed Power Line Survey Plat

CROWNQUEST OPERATING, LLC.
Proposed Overhead 25kV Power Line
Survey In and Through
Section 4, Block 37, T-3-S T. & P.
RR. Co. Survey Midland County,
Texas

Scale: 1" = 500'

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

# City Council Meeting

**Item Number:** 31

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** John Simmons, Manager, Right-of-Way

**Subject:** Motion authorizing the execution of a Right-of-Way License (23-329-011) between the City of Midland and Targa Pipeline Mid-Continent West-Tex LLC, regarding City-owned property described as sections 9, and 10, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

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**Purpose:**

This motion will provide a 10-year renewal of a 30' wide right of way for the existing Six inches (6") Gas Utility, poly construction, pipeline on City of Midland-owned Sprayberry Farm real property. Current Right of Way License dated June 26, 2013, is paid up to date with an "as-built" pipeline survey provided.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Application fee (one time): $1,000

Full ten-year term paid in advance 6" pipeline ($260.00 per rod x 485.03 rods) $126,107.80

Total Collected: $127,107.80

**Discussion:**

This is the 10-year renewal of the ROW License recorded as Instrument number 2013-24353 in the Midland County Hall of Records. It is a poly-construction private gas line Six inches (6”) in diameter and buried forty-eight inches (48) deep. This motion will allow the operator to continue safe operations and does not interfere with the City Sprayberry Farm operations in this area.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and are on file.

City Secretary to record completed License Agreement

Robert Patrick

City Manager’s Office

# RIGHT OF WAY LICENSE

| | | |
|---|---|---|
| THE STATE OF TEXAS | § | |
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF MIDLAND | § | |

| | |
|---|---|
| **Date:** | March 29, 2023 |
| **Licensor:** | CITY OF MIDLAND, TEXAS, a home-rule municipal corporation |
| **Licensor's Representative:** | Robert Patrick, City Manager |
| **Licensor's Mailing Address:** | P.O. Box 1152<br>Midland, Texas 79702 |
| **Licensee:** | **Targa Pipeline Mid-Continent WestTex LLC** |
| **Licensee's Representative:** | **Norman L. Winter** |
| **Licensee's Mailing Address:** | 811 Louisiana St., Suite 2100<br>Houston, Texas 77002 |
| **Property:** | As described in Article III below |
| **License Number:** | **23-329-011** |

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

**W I T N E S S E T H:**

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

## I. Term

**A. Term.** This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

**B. Termination.** Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

## II. Financial Consideration

**A. License Fee.** A license fee in the amount of ONE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED SEVEN and 80/100 Dollars ($126,107.80) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

**B. Application Fee.** On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

**C. Delivery of Payment.** Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

**D. Late Payment.** Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

## III. Use

**A. Permitted Use.** Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a poly construction pipeline, not to exceed six (6) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

**B. Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

**C. Utility Repair.** Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

**D. Pipeline Depth.** Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

**E. Approval of Bids.** Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

**F. Reservation of Rights.** Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

**G. Non-exclusive.** Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

**H. Abandonment.** It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

**I. Approval of Specifications.** In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

**J. Gates and Fences.** Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

**K. Trash.** Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

**L. Hunting, Fishing and Alcohol Prohibited.** No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

**M. Storage of Machinery and Equipment.** Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

**N. Additional Reservations.** Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

## IV. Standard General Conditions

**A. Insurance.** Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| *Commercial General Liability (including Contractual liability):* | |
| ■ Personal Injury: | $1,000,000.00 per person<br>$1,000,000.00 per occurrence |
| ■ Property Damage: | $100,000.00 per occurrence |
| *Business Automobile Liability:* | $1,000,000.00 combined single limit--<br>Personal Injury and Property Damage |
| *Workers' Compensation:* | Statutory limits |
| *Employers' Liability:* | $1,000,000.00 per accident or occurrence |
| *Umbrella Liability:* | $10,000,000.00 each occurrence<br>$10,000,000.00 aggregate |

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

**B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR)**

**BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.**

**WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

**FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.**

**IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.**

**THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.**

**C. Assignment.** The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

**D. Independent Contractor.** It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors

and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

**E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.**

**LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL**

**COUNSEL PRIOR TO ITS EXECUTION.**

**F. Governing Law & Venue.** All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

**G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.**

**H. Governmental Immunity.** By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

**I. Third Party Beneficiary.** Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

**J. Notices.** Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

**K. Notice of Alleged Breach; Statutory Prerequisite.** Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses

of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

**L. Consideration.** The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

**M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE.** The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

**N. Compliance.** Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

**O. Texas Historical Commission Survey.** Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining

whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

**P. Waiver.** No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

**Q. Counterpart Execution.** This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

**R. No Release of Liability.** Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

**S. Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

*[Signature Pages Follow]*

**LICENSOR:**
**CITY OF MIDLAND, TEXAS**

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

**LICENSEE:**
**TARGA PIPELINE MID-CONTINENT WESTTEX LLC**

By: _____
Printed Name: Norman L. Winter
Title: Vice President of Land and Right-of-Way

THE STATE OF Texas §
§
COUNTY OF Harris §

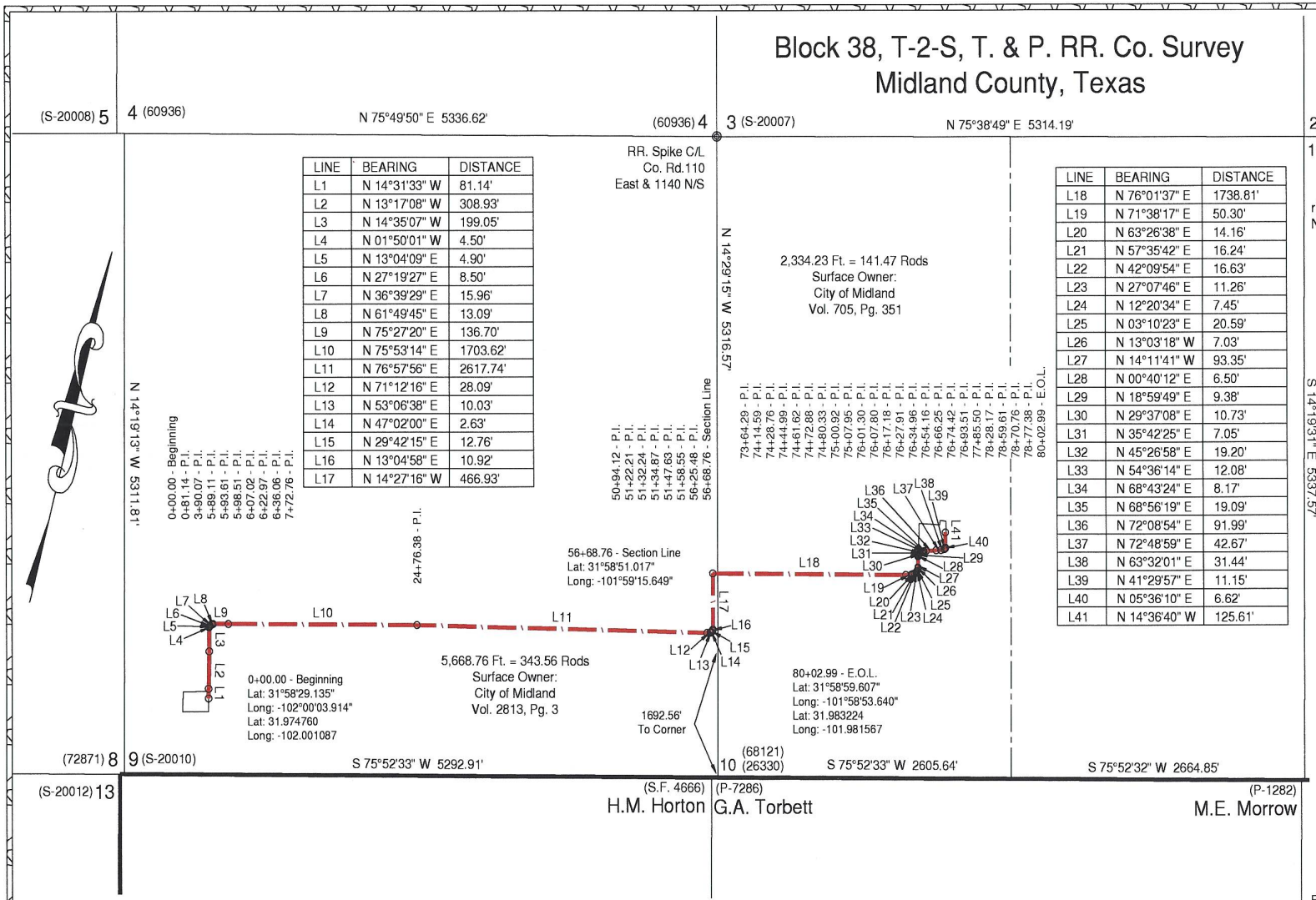
BEFORE ME, the undersigned authority, on this 16th day of February, 2023 personally appeared Norman L. Winter an officer of Targa Pipeline Mid-Continent WestTex LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of February, 2023.

KIMBERLY NICHOLE NIETO
Notary ID #131475624
My Commission Expires
March 5, 2026

_____
Notary Public, State of Texas

# Block 38, T-2-S, T. & P. RR. Co. Survey
# Midland County, Texas




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 14°31'33" W | 81.14' |
| L2 | N 13°17'08" W | 308.93' |
| L3 | N 14°35'07" W | 199.05' |
| L4 | N 01°50'01" W | 4.50' |
| L5 | N 13°04'09" E | 4.90' |
| L6 | N 27°19'27" E | 8.50' |
| L7 | N 36°39'29" E | 15.96' |
| L8 | N 61°49'45" E | 13.09' |
| L9 | N 75°27'20" E | 136.70' |
| L10 | N 75°53'14" E | 1703.62' |
| L11 | N 76°57'56" E | 2617.74' |
| L12 | N 71°12'16" E | 28.09' |
| L13 | N 53°06'38" E | 10.03' |
| L14 | N 47°02'00" E | 2.63' |
| L15 | N 29°42'15" E | 12.76' |
| L16 | N 13°04'58" E | 10.92' |
| L17 | N 14°27'16" W | 466.93' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L18 | N 76°01'37" E | 1738.81' |
| L19 | N 71°38'17" E | 50.30' |
| L20 | N 63°26'38" E | 14.16' |
| L21 | N 57°35'42" E | 16.24' |
| L22 | N 42°09'54" E | 16.63' |
| L23 | N 27°07'46" E | 11.26' |
| L24 | N 12°20'34" E | 7.45' |
| L25 | N 03°10'23" E | 20.59' |
| L26 | N 13°03'18" W | 7.03' |
| L27 | N 14°11'41" W | 93.35' |
| L28 | N 00°40'12" E | 6.50' |
| L29 | N 18°59'49" E | 9.38' |
| L30 | N 29°37'08" E | 10.73' |
| L31 | N 35°42'25" E | 7.05' |
| L32 | N 45°26'58" E | 19.20' |
| L33 | N 54°36'14" E | 12.08' |
| L34 | N 68°43'24" E | 8.17' |
| L35 | N 68°56'19" E | 19.09' |
| L36 | N 72°08'54" E | 91.99' |
| L37 | N 72°48'59" E | 42.67' |
| L38 | N 63°32'01" E | 31.44' |
| L39 | N 41°29'57" E | 11.15' |
| L40 | N 05°36'10" E | 6.62' |
| L41 | N 14°36'40" W | 125.61' |

CENTERLINE DESCRIP
Of An Existing Pipeline Righ
In and Through
Sections 9 & 10, Block 38,
T. & P. RR. Co. Surve
Midland County, Texa

Beginning at pipeline station 0+00.00 for the beginn
right-of-way from which a railroad spike C/L of CR 110
Northeast corner of Section 9, Block 38 bears N 30°07'
Thence N 14°31'33"W, a distance of 81.14 feet to pi
Thence N 13°17'08"W, a distance of 308.93 feet to
Thence N 14°35'07"W, a distance of 199.05 feet to
Thence N 01°50'01"W, a distance of 4.50 feet to pip
Thence N 13°04'09"E, a distance of 4.90 feet to pipe
Thence N 27°19'27"E, a distance of 8.50 feet to pipe
Thence N 36°39'29"E, a distance of 15.96 feet to pi
Thence N 61°49'45"E, a distance of 13.09 feet to pi
Thence N 75°27'20"E, a distance of 136.70 feet to p
Thence N 75°53'14"E, a distance of 1703.62 feet to
Thence N 76°57'56"E, a distance of 2617.74 feet to
Thence N 71°12'16"E, a distance of 28.09 feet to pi
Thence N 53°06'38"E, a distance of 10.03 feet to pi
Thence N 47°02'00"E, a distance of 2.63 feet to pipe
Thence N 29°42'15"E, a distance of 12.76 feet to pi
Thence N 13°04'58"E, a distance of 10.92 feet to pi
Thence N 14°27'16"W, a distance of 466.93 feet to
Thence N 76°01'37"E, a distance of 1738.81 feet to
Thence N 71°38'17"E, a distance of 50.30 feet to pi
Thence N 63°26'38"E, a distance of 14.16 feet to pi
Thence N 57°35'42"E, a distance of 16.24 feet to pi
Thence N 42°09'54"E, a distance of 16.63 feet to pi
Thence N 27°07'46"E, a distance of 11.26 feet to pi
Thence N 12°20'34"E, a distance of 7.45 feet to pipe
Thence N 03°10'23"E, a distance of 20.59 feet to pi
Thence N 13°03'18"W, a distance of 7.03 feet to pip
Thence N 14°11'41"W, a distance of 93.35 feet to p
Thence N 00°40'12"E, a distance of 6.50 feet to pipe
Thence N 18°59'49"E, a distance of 9.38 feet to pipe
Thence N 29°37'08"E, a distance of 10.73 feet to pi
Thence N 35°42'25"E, a distance of 7.05 feet to pipe
Thence N 45°26'58"E, a distance of 19.20 feet to pi
Thence N 54°36'14"E, a distance of 12.08 feet to pi
Thence N 68°43'24"E, a distance of 8.17 feet to pipe
Thence N 68°56'19"E, a distance of 19.09 feet to pi
Thence N 72°08'54"E, a distance of 91.99 feet to pi
Thence N 72°48'59"E, a distance of 42.67 feet to pi
Thence N 63°32'01"E, a distance of 31.44 feet to pi
Thence N 41°29'57"E, a distance of 11.15 feet to pi
Thence N 05°36'10"E, a distance of 6.62 feet to pipe
Thence N 14°36'40"W, a distance of 125.61 feet to
E.O.L. (End of Line) of this existing pipeline right-of-way
of CR 110 East & CR 11140 N/S for the Northeast corn
46°31'32" W, 3879.09 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

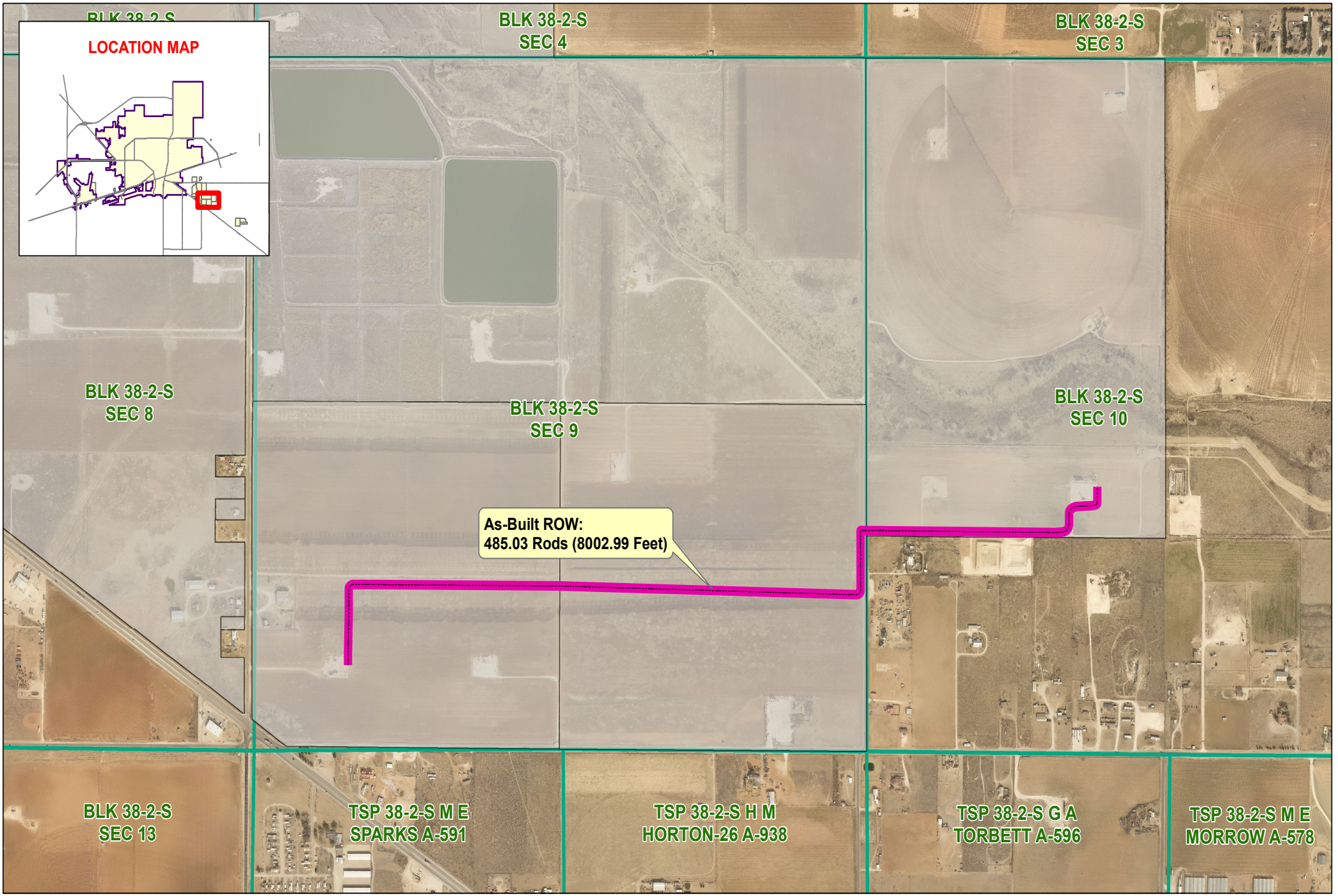
Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Note A combined grid factor of 0.9999012 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Targa Pipeline Mid-Continent Westtex LLC.

January 9, 2023
230109T-BCL

PACKET
USGS Quadrangle Sh
Existing Pi
TARG
MID-CONTINE
City of Midland
P.O.-
Existing P
In an
Sections 9 &
T. & P. R
Midland
Scale

March 28 2023
3118

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00




Date: 2/8/2023

As-Built ROW

Survey Section

PACKET 31.19 March 28, 2023

# Targa As-Built Pipeline ROW

0 250 500 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Marsh USA Inc.<br>2929 Allen Parkway, Suite 2500<br>Houston, TX 77019 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| CN101831123-WT-JV-22-23 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Westchester Surplus Lines Insurance Co — 10172<br>**INSURER B :** ACE American Insurance Company — 22667<br>**INSURER C :** Axis Surplus Insurance Company — 26620<br>**INSURER D :** Everest Indemnity Insurance Company — 10851<br>**INSURER E :**<br>**INSURER F :** |
| **INSURED**<br>Targa Pipeline Mid-Continent WestTex LLC<br>110 W. 7th Street, Suite 2300<br>Tulsa, OK 74119 | |

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003723083-13 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | G71783595003 | 03/31/2022 | 03/31/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>100,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | ISA H10753223 | 10/31/2022 | 10/31/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| A<br>C | UMBRELLA LIAB X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | G71783601003<br>P-001-00051304-02<br>Excess of GL | 03/31/2022<br>03/31/2022 | 03/31/2023<br>03/31/2023 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WLR C50722995 | 10/31/2022 | 10/31/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| D | Excess Liability | | | XC6EX00110221<br>Excess of Westchester & AXIS | 03/31/2022 | 03/31/2023 | Each Occurrence<br>Aggregate | | 5,000,000<br>5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Right of Way

The Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract.

**CERTIFICATE HOLDER**

City of Midland, Texas
Attn: Robert Patrick, Asst. City Manager
P.O. Box 1152
Midland, TX 79702

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Marsh USA Inc.

PACKET 31.20 March 28, 2023

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# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| **AGENCY** Marsh USA Inc. | **NAMED INSURED** Targa Pipeline Mid-Continent WestTex LLC<br>110 W. 7th Street, Suite 2300<br>Tulsa, OK 74119 |
| **POLICY NUMBER** | |
| **CARRIER** / **NAIC CODE** | **EFFECTIVE DATE:** |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

As respects $10MM Umbrella/Excess Liability Limits:

Westchester Surplus Lines Insurance Co. - Policy G71783601003
Each Occurrence $3,000,000
Aggregate $3,000,000
Is Excess of General Liability Policy G71783595003

AXIS Surplus Insurance Company - Policy P-001-00051304-02
Each Occurence $2,000,000
Aggregate $2,000,000
Is Excess of Umbrella Liability Policy G71783601003

Everest Indemnity Insurance Company - Policy XC6EX00110221
Each Occurrence $5,000,000
Aggregate $5,000,000
Is Excess of General Liability Policy G71783595003 & Umbrella Liability Policies G71783601003 & P-001-00051304-02



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The ACORD name and logo are registered marks of ACORD

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

**TARGA RESOURCES, LLC**
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0030000

DATE: February 1, 2023

AMOUNT: $1,000.00

PAY One Thousand Dollars & 00/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF City of Midland
P.O. Box 1152
Midland, TX 79702

SIGNATURE

JUSTIN WENGER
PRINTED NAME

⑈0030000⑈ ⑆071000013⑆ 632558805⑈

0030000

TAXPAYER ID/SSN NO.

IN FULL FOR Consideration for a application fee for the renewal of a pipeline easement and all damages associated with said easement located in Sections 9 and 10 Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas.

Application Fee = $1,000.00

COM License 2013-183 renewal

Targa Resources, LLC

DEPT APPROVAL DATE:

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 552004 RC 535000 LOC 90001

PROJECT NO TASK 1004 - Land-ROW/Easement

PROJECT NAME COM renewal 2013-183

February 1, 2023

ENTERED THE ONE NET DATE

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

**TARGA RESOURCES, LLC**
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0030002

DATE: February 20, 2023

AMOUNT: $126,107.80

PAY One Hundred Twenty-Six Thousand One Hundred Seven Dollars & 80/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF City of Midland
P.O. Box 1152
Midland, TX 79702

SIGNATURE

JUSTIN WENGER
PRINTED NAME

⑈003000 2⑈ ⑆071000013⑆ 63255880 5⑈

0030002

TAXPAYER ID/SSN NO.

IN FULL FOR Consideration for the renewal of a pipeline easement and all damages associated with said easement located in Sections 9 and 10 Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas.

Total Rods 485.03

Total Payment = $126,107.80

~~COM License 2013-18 / 23-329-011 renewal~~

Targa Resources, LLC

DEPT APPROVAL DATE:

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 552004 RC 535000 LOC 20001

PROJECT NO TASK 1004 - Land-ROW/Easement

PROJECT NAME COM renewal 2013-183/ 23-329-011

February 20, 2023

ENTERED THE ONE NET DATE

# City Council Meeting

**Item Number:** 32

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** John Simmons, Manager, Right-of-Way

**Subject:** Motion authorizing the execution of a Right-of-Way License (23-329-013) with CrownQuest Operating, LLC, regarding City-owned property described as Section 4, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

---

**Purpose:**

This motion will provide the applicant a 30’ wide right of way to place a sixteen inch (16), Poly construction, produced water pipeline on the City of Midland-owned Sprayberry Farm property. The applicant will need an additional 20’ wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City’s standard license for facilities of this nature.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

The following fees will be collected:

Application fee (one time): $1,000

Annual Lease Rate,

16” produced water pipeline ($440.00 per rod x 98.94 rods) paid 10 years in advance ($43,533.60)

Surface Damages: included in the new annual rate

Total Collected: $44,533.60

**Discussion:**

This is a Produced Water, poly construction Sixteen inches (16) in diameter and will be buried a minimum of forty-eight inches (48) deep on the City of Midland-owned Sprayberry Farm property. This line will service current Crownquest operations for the entire area.

Certificates of Insurance are on file.

City Secretary is to record all documents.

Robert Patrick

City Manager's Office

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Kelly Elliott | |
|---|---|---|
| InSource Insurance Group, LLC<br>5108 Wayland Dr.<br>Odessa TX 79762-5513 | PHONE (A/C, No, Ext): (432)362-8800 | FAX (A/C, No): (432)362-8855 |
| | E-MAIL ADDRESS: KellyE@InSourceIns.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Markel International Insurance | AA1121425 |
| INSURED<br>CrownQuest Operating, LLC<br>PO Box 53310<br>Midland TX 79710 | INSURER B: Liberty Mutual Fire Ins Co | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** CL22122128360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X S&A Pollution 30/90<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | JCGL104343 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | AS2-641-445886-012 | 12/31/2022 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | JUMB103813 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 50,000,000<br>$ 50,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC2-641-445886-022 | 12/31/2022 | 12/31/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO POLICY TERMS & CONDITIONS AND A WRITTEN CONTRACT:
GL, AUTO & UMBRELLA POLICIES INCLUDE A BLANKET ADDITIONAL INSURED. WC, GL, AUTO & UMBRELLA INCLUDE A BLANKET WAIVER OF SUBROGATION. WHEN REQUIRED BY WRITTEN CONTRACT PRIMARY - NON-CONTRIBUTORY COVERAGE APPLIES. POLICIES INCLUDE 30 DAY NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER**

City of Midland
Attn: City Attorney's Office
PO Box 1152
Midland, TX 79702

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Wood/KJE



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# COMMENTS/REMARKS

Bond # RLB0014710
Company - RLI Insurance
Effective 7/30/22 - 7/30/23
Principal: CrownQuest Operating, LLC
Blanket Bond $75,000 limit applicable for Permits to drill wells for oil or gas within the city limits.
Covered wells:
COM Nail #1
COM Nail #2
COM Nail #3
City Nail #1


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# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| Enerquest Oil & Gas, Ltd. | Limited partnership, Additional Named Insured |
| EnerQuest Property Management, LLC | Limited Liability Company, Additional Named Insured |
| Hexagon Interim Partnership | Partnership, Additional Named Insured |
| Hexagon Partners, Ltd | Limited corporation, Additional Named Insured |
| Mallard Land Development, LLC | Limited Liability Company, Additional Named Insured |
| Mallard Land, LLC | Limited Liability Company, Additional Named Insured |
| Mallard Royalty Holdings, LP | Limited partnership, Additional Named Insured |
| Mallard Royalty Partners | Partnership, Additional Named Insured |
| MRH 2018, LP | Limited partnership, Additional Named Insured |
| Muscovy Land Partners, LLC | Limited Liability Company, Additional Named Insured |
| Pintail Land Development, LP | Limited partnership, Additional Named Insured |
| Teal Trading & Development, LP | Limited partnership, Additional Named Insured |
| Texas Land & Royalty, Ltd. | Limited corporation, Additional Named Insured |


OFAPPINF (02/2007) COPYRIGHT 2007, AMS SERVICES INC

Ref No: G595

CHECK NO. 200067

| REFERENCE | INVOICE DATE | INVOICE NO. | INVOICE AMT | PRIOR PAYMENT | DISCOUNT | AMOUNT PAID |
|---|---|---|---|---|---|---|
| 2302-AP-1017 | 02/20/23 | QLS2023-1633 | 43533.60 | 0.00 | | 43533.60 |

| VENDOR | CHECK DATE | | |
|---|---|---|---|
| 100167 CITY OF MIDLAND | 02/22/23 | TOTAL | 43,533.60 |

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK

CROWNQUEST
CROWNQUEST OPERATING, LLC
P.O. Box 53310
Midland, TX 79710
432-818-0300

MUFG Bank, Ltd.
53-292/113

200067

DATE 02/22/23

CONTROL NUMBER 1508

PAY Forty-three thousand five hundred thirty-three dollars and 60 cents
VOID AFTER 90 DAYS

AMOUNT $**********43,533.60

TO THE ORDER OF
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $100,000

Security features. Details on back.

DISAPPEARS WITH HEAT

⑈200067⑈ ⑆011302920⑆ ⑈74223 6⑈

⑈200043⑈ ⑆113029205⑆ ⑈7422⑈

CROWNQUEST

CROWNQUEST OPERATING, LLC
P.O. Box 53310
Midland, TX 79710
432-818-0300

MUFG Bank, Ltd.
53-292/113

200043

DATE 02/08/23

CONTROL NUMBER 849

VOID AFTER 90 DAYS

AMOUNT $**********1,000.00

Security features. Details on back.

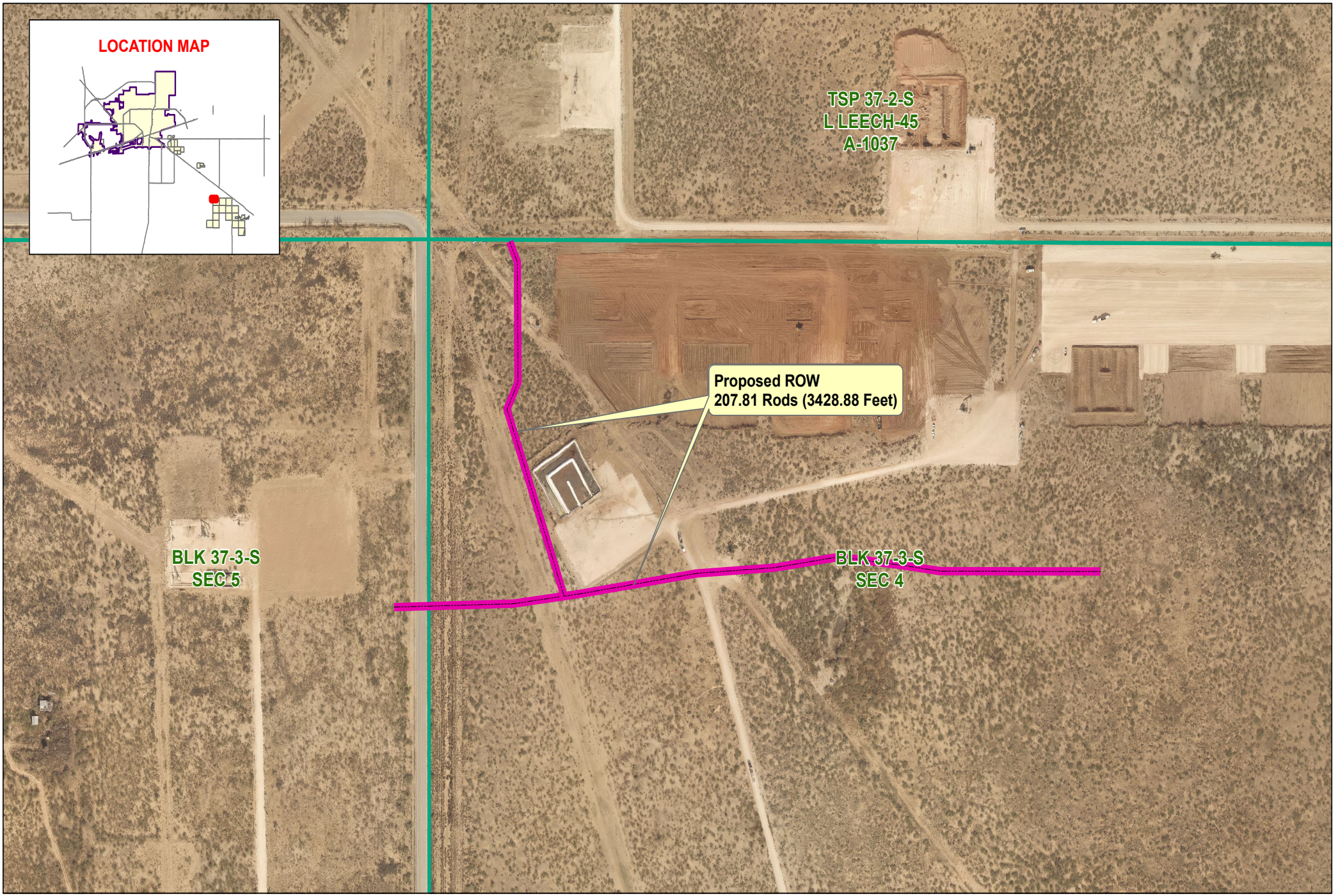
TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $100,000

MP

MP

PAY One thousand dollars and 00 cents

TO THE ORDER OF
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702




Date: 1/17/2023

PACKET

32.8

# Crownquest Proposed Pipeline ROW

March 28 2023

Proposed ROW
Survey Section

0 200 400 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PACKET

# RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

| | |
|---|---|
| **Date:** | March 29, 2023 |
| **Licensor:** | CITY OF MIDLAND, TEXAS, a home-rule municipal corporation |
| **Licensor's Representative:** | Robert Patrick, City Manager |
| **Licensor's Mailing Address:** | P.O. Box 1152<br>Midland, Texas 79702 |
| **Licensee:** | **CrownQuest Operating, LLC** |
| **Licensee's Representative:** | **Robert W. Floyd** |
| **Licensee's Mailing Address:** | P.O. Box 53310<br>Midland, Texas 19710 |
| **Property:** | As described in Article III below |
| **License Number:** | **23-329-013** |

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

32.9

**W I T N E S S E T H:**

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

## I. Term

**A. Term.** This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

**B. Termination.** Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

March 28, 2023

PACKET

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

## II. Financial Consideration

**A. License Fee.** A license fee in the amount of FORTY-THREE THOUSAND FIVE HUNDRED THIRTY-THREE and 60/100 Dollars ($43,533.60) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

32.10

**B. Application Fee.** On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

**C. Delivery of Payment.** Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

**D. Late Payment.** Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.



March 28, 2023

## III. Use

**A. Permitted Use.** Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a poly-construction pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of produced water and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to thirty (30) feet after the pipeline is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

**B. Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

**C. Utility Repair.** Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

**D. Pipeline Depth.** Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

**E. Approval of Bids.** Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

**F. Reservation of Rights.** Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

**G. Non-exclusive.** Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

**H. Abandonment.** It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.



**I. Approval of Specifications.** In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

**J. Gates and Fences.** Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

**K. Trash.** Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

**L. Hunting, Fishing and Alcohol Prohibited.** No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

**M. Storage of Machinery and Equipment.** Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.



**N. Additional Reservations.** Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for

any purpose.

## IV. Standard General Conditions

**A. Insurance.** Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| *Commercial General Liability (including Contractual liability):* | |
| ■ Personal Injury: | $1,000,000.00 per person<br>$1,000,000.00 per occurrence |
| ■ Property Damage: | $100,000.00 per occurrence |
| *Business Automobile Liability:* | $1,000,000.00 combined single limit--<br>Personal Injury and Property Damage |
| *Workers' Compensation:* | Statutory limits |
| *Employers' Liability:* | $1,000,000.00 per accident or occurrence |
| *Umbrella Liability:* | $10,000,000.00 each occurrence<br>$10,000,000.00 aggregate |

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.



PACKET
32.14
March 28, 2023

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

**B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER**

**AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.**

**WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN**

**CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.**

**IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.**

**THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.**



**C. Assignment.** The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

**D. Independent Contractor.** It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and

shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

**E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.**

**LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH**



PACKET
32.18
March 28, 2023

**PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**F. Governing Law & Venue.** All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

**G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.**

**H. Governmental Immunity.** By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

**I. Third Party Beneficiary.** Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

**J. Notices.** Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

**K. Notice of Alleged Breach; Statutory Prerequisite.** Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six



PACKET
32.19
March 28, 2023

(6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

**L. Consideration.** The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

**M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE.** The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

**N. Compliance**. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

**O. Texas Historical Commission Survey.** Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has



PACKET
32.20
March 28, 2023

contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

**P. Waiver.** No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

**Q. Counterpart Execution.** This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

**R. No Release of Liability**. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

**S. Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

*[Signature Pages Follow]*



PACKET
32.21
March 28, 2023

**LICENSOR:**
**CITY OF MIDLAND, TEXAS**

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



PACKET
32.22
March 28, 2023

**LICENSEE:**
**CROWNQUEST OPERATING, LLC**

By: _____ MR JB
Printed Name: Robert W. Floyd
Title: President

THE STATE OF TX §
§
COUNTY OF Midland §

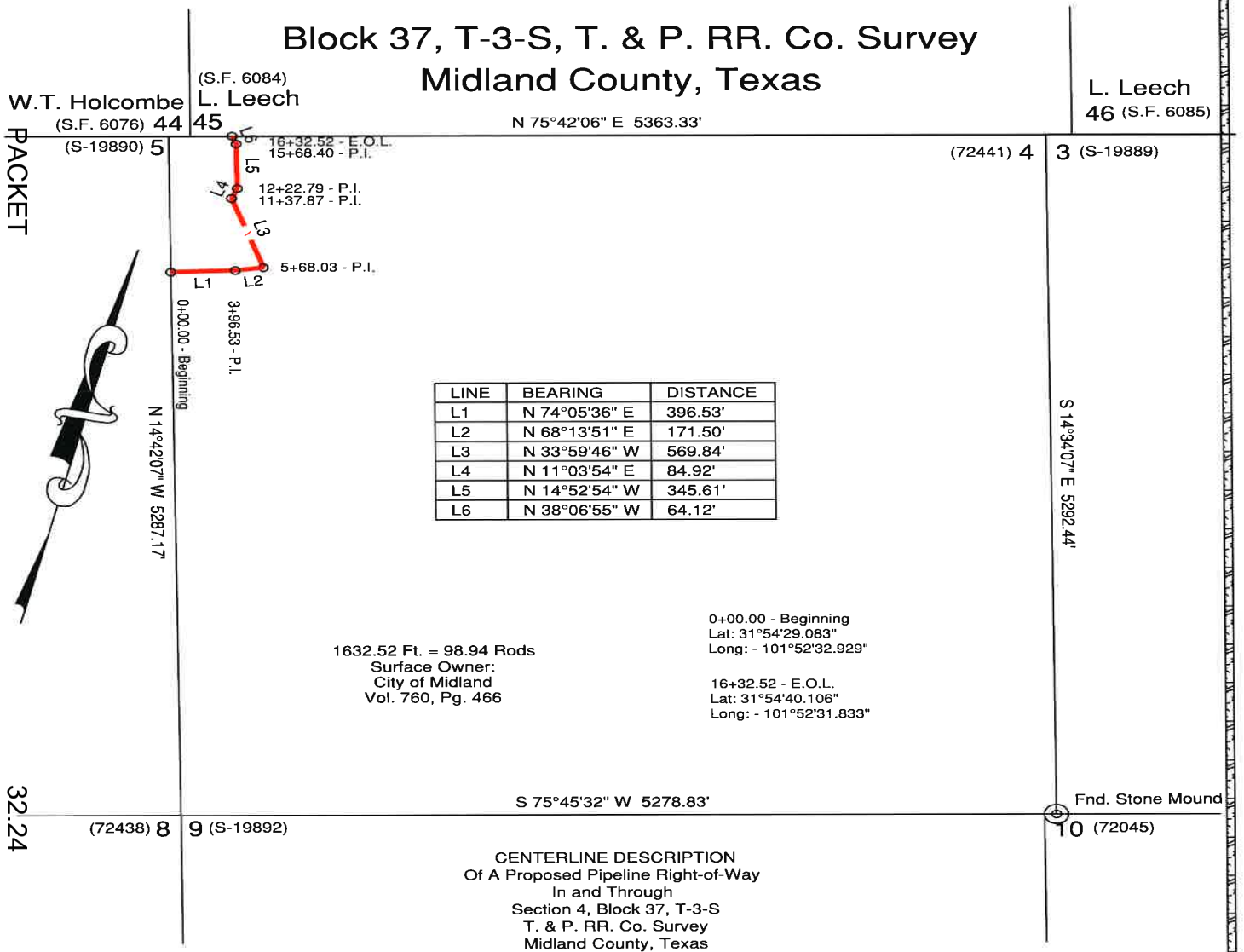
BEFORE ME, the undersigned authority, on this 22nd day of February, 2023 personally appeared Robert W. Floyd an officer of CrownQuest Operating, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of February, 2023.

_____
Notary Public, State of TX

MOLLY MCGUIRE O'DONNEL
Notary ID #130546453
My Commission Expires
February 19, 2024

# Block 37, T-3-S, T. & P. RR. Co. Survey
# Midland County, Texas




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 74°05'36" E | 396.53' |
| L2 | N 68°13'51" E | 171.50' |
| L3 | N 33°59'46" W | 569.84' |
| L4 | N 11°03'54" E | 84.92' |
| L5 | N 14°52'54" W | 345.61' |
| L6 | N 38°06'55" W | 64.12' |

1632.52 Ft. = 98.94 Rods
Surface Owner:
City of Midland
Vol. 760, Pg. 466

0+00.00 - Beginning
Lat: 31°54'29.083"
Long: - 101°52'32.929"

16+32.52 - E.O.L.
Lat: 31°54'40.106"
Long: - 101°52'31.833"

## CENTERLINE DESCRIPTION
Of A Proposed Pipeline Right-of-Way
In and Through
Section 4, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at pipeline station 0+00.00 for the beginning of this proposed pipeline right-of-way from which a stone mound for the Southeast corner of Section 4, Block 37 bears S 66°03'06" E, 6851.58 feet.

Thence N 74°05'36" E, a distance of 396.53 feet to pipeline station 3+96.53 being a P.I.;
Thence N 68°13'51" E, a distance of 171.50 feet to pipeline station 5+68.03 being a P.I.;
Thence N 33°59'46" W, a distance of 569.84 feet to pipeline station 11+37.87 being a P.I.;
Thence N 11°03'54" E, a distance of 84.92 feet to pipeline station 12+22.79 being a P.I.;
Thence N 14°52'54" W a distance of 345.61 feet to pipeline station 15+68.40 being a P.I.;
Thence N 38°06'55" W a distance of 64.12 feet to pipeline station 16+32.52 being the E.O.L. (End of Line) of this proposed pipeline right-of-way from which a stone mound for the Southeast corner of Section 4, Block 37 bears S 57°40'08"E, 7280.46 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
Note: A combined grid factor of 0.9998774 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Crownquest Operating, LLC.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

March 2, 2022
220302M31-KRM

Revised: 02/06/2023-KRM
Existing Pipeline Survey Plat

CROWNQUEST OPERATING, LLC.
Proposed Water Pipeline Survey
In and Through
Section 4, Block 37, T-3-S
T. & P. RR Co. Survey
Midland County, Texas

Scale: 1" = 1000'

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

March 28, 2023

# City Council Meeting

**Item Number:** 33

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** John Simmons, Manager, Right-of-Way

**Subject:** Motion authorizing the execution of a Right-of-Way License (23-329-014) with Midland-Permian Pipeline LLC, regarding City-owned property described as Section 9, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

---

**Purpose:**

This motion will provide the applicant with a (50' x 50') 2,500 square foot surface use area to locate an above-ground, 36" valve connection to an existing gas pipeline. The applicant will also need to build a 9,464-square-foot access area from the existing main road on the City of Midland-owned Sprayberry Farm real property. This area is a predominantly mineral-producing area and is over a mile away from any City operations. The applicant will need an additional 30' wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Application fee (one time): $1,000
Lease Rate:

11,964 square feet of surface use, (11,964 x $0.24 per sq. ft.) paid 10 years paid in advance ($2,871.36)

Total Collected: $3,871.36

**Discussion:**

This surface use area will be used to build and access an, above ground 36” valve connection for safety and monitoring equipment on an existing steel construction gas pipeline. This section of Sprayberry Farm property is predominately used for mineral extraction, all construction work will be over a mile away from any City activity.

Certificates of Insurance are on file

City Secretary is to record all documents

Robert Patrick

City Manager’s Office

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | | |
|---|---|---|
| **PRODUCER**<br>Marsh USA Inc.<br>2929 Allen Parkway, Suite 2500<br>Houston, TX 77019<br><br>CN101831123--3-22-23 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** | |
| | **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| | **INSURER A :** Associated Electric & Gas Ins Services Ltd | 3190004 |
| **INSURED**<br>Midland-Permian Pipeline LLC<br>811 Louisiana St, Suite 2100<br>Houston, TX 77002 | **INSURER B :** ACE American Insurance Company | 22667 |
| | **INSURER C :** ACE Property & Casualty Insurance Company | 20699 |
| | **INSURER D :** | |
| | **INSURER E :** | |
| | **INSURER F :** | |

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003936432-04 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>X CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | X | X | YX0321902P | 10/31/2022 | 10/31/2023 | EACH OCCURRENCE | $ | See Next Page |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | See Next Page |
| | | | | | | | MED EXP (Any one person) | $ | See Next Page |
| | | | | | | | PERSONAL & ADV INJURY | $ | See Next Page |
| | | | | | | | GENERAL AGGREGATE | $ | See Next Page |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | See Next Page |
| | | | | | | | | $ | |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | X | X | ISA H10753223 | 10/31/2022 | 10/31/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| C | X **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** X CLAIMS-MADE<br>☐ DED X RETENTION $ 1,000,000 | X | X | XOC G28178281 007 | 10/31/2022 | 10/31/2023 | EACH OCCURRENCE | $ | 10,000,000 |
| | | | | | | | AGGREGATE | $ | 10,000,000 |
| | | | | | | | | $ | |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WLR C50722995 | 10/31/2022 | 10/31/2023 | X PER STATUTE ☐ OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| | | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Right of Way

The Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract.

**CERTIFICATE HOLDER**

City of Midland
300 N. Loraine
Midland, TX 79701

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Marsh USA Inc.



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# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Marsh USA Inc. | Midland-Permian Pipeline LLC<br>811 Louisiana St, Suite 2100<br>Houston, TX 77002 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

As Respects General Liability:

A. Limit of Liability Each Occurrence:
1. $1,000,000*
2. $2,000,000 General Aggregate

B. Joint Venture Limit of Liability Each Occurrence:
Per Limit of Liability Section (3)
$1,000,000*

C. Combined Products Liability and Completed Operations Liability
Aggregate Limit of Liability for the Policy Period:
$2,000,000*

D. Failure to Supply Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

E. Pollution Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

F. Medical Malpractice Injury Limit of Liability Each Occurrence:
$1,000,000*

G. Wildfire Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

*Subject to the $2,000,000 General Aggregate

As Respects General Liability:
Indemnity and Defense Costs are included in the Limits of Liability.

As Respects General Liability:
Policy does not contain an exclusion applicable to construction or demolition work within 50 feet of a railroad.

As Respects General Liability:
Policy does not contain exclusion for explosion, collapse or underground property damage hazards.



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POLICY NUMBER: ISA H10753223 Endorsement Number: 1

**FORM MCS-90** **OMB No.: 2126-0008 Expiration: 05/31/2024**

**USDOT Number:** _ **Date Received:** _

**Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.**

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
**Federal Motor Carrier Safety Administration**

## Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

# FORM MCS-90

**Issued to** Targa Resources Corp. **of** TX
*(Motor Carrier name)* *(Motor Carrier state or province)*

**Dated at** Wilmington, DE 19803 **on this** 6th **day of** October , 20 22 .

**Amending Policy Number:** ISA H10753223 **Effective Date:** 10/31/2022

**Name of Insurance Company:** ACE American Insurance Company

JOHN J. LUPICA, President

**Countersigned by:** _____
*(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

[X] *This insurance is primary and the company shall not be liable for amounts in excess of $* 3,000,000 *for each accident.*

[ ] *This insurance is excess and the company shall not be liable for amounts in excess of $* _____ *for each accident in excess of the underlying limit of $* _____ *for each accident.*

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

**Filings must be transmitted online via the Internet at http://www.fmcsa.dot.gov/urs.**

*(continued on next page)*

## DEFINITIONS AS USED IN THIS ENDORSEMENT

***Accident*** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

***Motor Vehicle*** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

***Bodily Injury*** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

***Property Damage*** means damage to or loss of use of tangible property.

***Environmental Restoration*** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

***Public Liability*** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.


(continued on next page)

## SCHEDULE OF LIMITS — PUBLIC LIABILITY

| Type of carriage | Commodity transported | January 1, 1985 |
|---|---|---|
| (1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds). | Property (nonhazardous) | $750,000 |
| (2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds). | Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403. | $5,000,000 |
| (3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds). | Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below. | $1,000,000 |
| (4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds). | Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403. | $5,000,000 |

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

**TARGA RESOURCES, LLC**
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0032511

DATE: March 6, 2023

AMOUNT: $2,871.36

PAY TWO THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS & 36/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF
CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702

SIGNATURE

Nick Lewis
PRINTED NAME

⑈0032511⑈ ⑆071000013⑆ 632558805⑈

TAXPAYER ID/SSN NO. 75-600608

0032511

IN FULL FOR Consideration for a surface site and access road license, including temporary workspace and damages associated with initial construction across:

Section 9, Block 37, T3S,
T&P RR CO Survey, Midland County, TX

**Surface Site**: $500.00 (premium payment)
**Access Road:** $70/rod x 33.87 rods = $2,371.36

Total Consideration: **$2,871.36**

Targa Resources, LLC

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35085 GL ACCOUNT _____ RC 150900 LOC _____

PROJECT NO 110273 TASK 1004 – Easement/Damages

PROJECT NAME Mid-Perm – Pinnacle IC Site

ENTERED THE ONE NET _____ DATE March 6, 2023

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

**TARGA RESOURCES, LLC**
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0031403

DATE: February 20, 2023

AMOUNT: $1,000.00

PAY ONE THOUSAND DOLLARS & 00/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF
CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702

SIGNATURE

Nick Lewis
PRINTED NAME

⑈0031403⑈ ⑆071000013⑆ 63255880 5⑈

0031403

TAXPAYER ID/SSN NO. 75-600608

IN FULL FOR Consideration for a pipeline right of way license application across:

Sections 9, Block 37, T3S,
T&P RR CO Survey, Midland County, TX

**Application Fee**: $1,000.00

Total Consideration: **$1,000.00**

Targa Resources, LLC

DEPT APPROVAL _____ DATE: _____

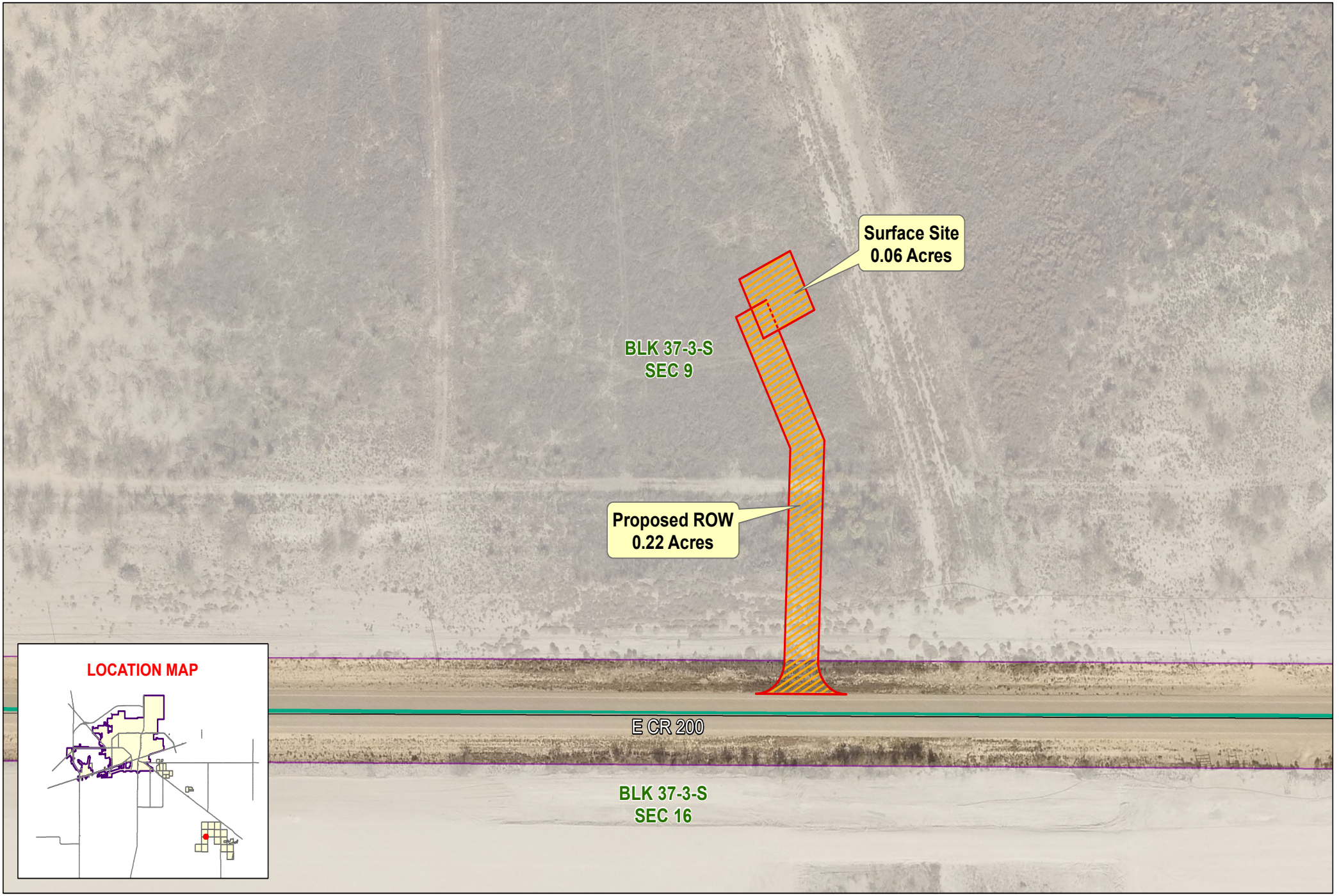
TARGA RESOURCES, LLC.

GL COMPANY 35085 GL ACCOUNT _____ RC 150900 LOC _____

PROJECT NO 110273 TASK 1004 – Easement/Damages

PROJECT NAME Mid-Perm – Pinnacle IC Site

ENTERED THE ONE NET _____ DATE February 20, 2023




Date: 2/27/2023

Street
Proposed ROW
City Owned Property
Survey Section

PACKET

33.10

# Targa Proposed ROW and Surface Site in Spraberry

March 28, 2023

0 25 50 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

| | |
|---|---|
| **Date:** | March 29, 2023 |
| **Licensor:** | CITY OF MIDLAND, TEXAS, a home-rule municipal corporation |
| **Licensor's Representative:** | Robert Patrick, City Manager |
| **Licensor's Mailing Address:** | P.O. Box 1152<br>Midland, Texas 79702 |
| **Licensee:** | **Midland-Permian Pipeline LLC** |
| **Licensee's Representative:** | **Norman L. Winter** |
| **Licensee's Mailing Address:** | 811 Louisiana St., Suite 2100<br>Houston, Texas 77002 |
| **Property:** | As described in Article III below |
| **License Number:** | **23-329-014** |

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

**W I T N E S S E T H:**

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

## I. Term

**A. Term.** This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

**B. Termination.** Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

## II. Financial Consideration

**A. License Fee.** A license fee in the amount of TWO THOUSAND EIGHT HUNDRED SEVENTY-ONE and 36/100 Dollars ($2,871.36) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

**B. Application Fee.** On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

**C. Delivery of Payment.** Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

**D. Late Payment.** Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

## III. Use

**A. Permitted Use.** Licensor does hereby grant unto Licensee, the right to enter upon the Property, being sixty (60) feet in width of the location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a two thousand five hundred (2,500) square foot surface site containing a thirty-six (36) inch valve connection and a nine thousand four hundred sixty four (9,464) square foot access area. Licensee shall have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to thirty (30) feet after the surface site and access area are completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the surface site and access area described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the surface site and access area described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

**B. Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

**C. Utility Repair.** Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

**D. Pipeline Depth.** Intentionally omitted.

**E. Approval of Bids.** Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

**F. Reservation of Rights.** Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S SURFACE SITE, ACCESS AREA OR APPURTENANCES**

**ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

**G. Non-exclusive.** Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

**H. Abandonment.** It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

**I. Approval of Specifications.** In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the surface site or access area built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

**J. Gates and Fences.** Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be

owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

**K. Trash.** Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

**L. Hunting, Fishing and Alcohol Prohibited.** No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

**M. Storage of Machinery and Equipment.** Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

**N. Additional Reservations.** Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any portion of the surface site, access area or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

## IV. Standard General Conditions

**A. Insurance.** Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies

authorized to do business in the State of Texas:

| | |
|---|---|
| *Commercial General Liability (including Contractual liability):* | |
| ■ Personal Injury: | $1,000,000.00 per person<br>$1,000,000.00 per occurrence |
| ■ Property Damage: | $100,000.00 per occurrence |
| *Business Automobile Liability:* | $1,000,000.00 combined single limit--<br>Personal Injury and Property Damage |
| *Workers' Compensation:* | Statutory limits |
| *Employers' Liability:* | $1,000,000.00 per accident or occurrence |
| *Umbrella Liability:* | $10,000,000.00 each occurrence<br>$10,000,000.00 aggregate |

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein

complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

**B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF**

**TEXAS.**

**WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE SURFACE SITE, ACCESS AREA OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S SURFACE SITE, ACCESS AREA OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR,**

**ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.**

**IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.**

**THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.**

**C. Assignment.** The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

**D. Independent Contractor.** It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed

that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

**E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.**

**LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

**LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**F. Governing Law & Venue.** All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this

License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

**G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.**

**H. Governmental Immunity.** By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

**I. Third Party Beneficiary.** Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

**J. Notices.** Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

**K. Notice of Alleged Breach; Statutory Prerequisite.** Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional

information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

**L. Consideration.** The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

**M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE.** The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

**N. Compliance**. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

**O. Texas Historical Commission Survey.** Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of

archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

**P. Waiver.** No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

**Q. Counterpart Execution.** This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

**R. No Release of Liability**. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

**S. Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

*[Signature Pages Follow]*

**LICENSOR:**
**CITY OF MIDLAND, TEXAS**

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

**LICENSEE:**
**MIDLAND-PERMIAN PIPELINE LLC**

By: _____
Printed Name: Norman L. Winter
Title: Vice President – Land and Right of Way

THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 2nd day of March, 2023 personally appeared Norman L. Winter an officer of Midland-Permian Pipeline LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of March, 2023.

Jesica Anderson
Notary Public, State of Texas

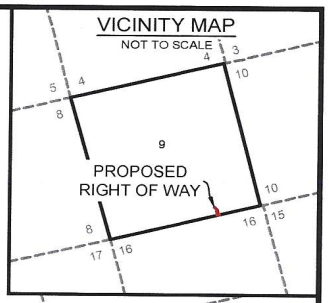
JESICA ANDERSON
Notary ID #131940177
My Commission Expires
March 20, 2023

# EXHIBIT "A"
# MIDLAND COUNTY, TEXAS
## T. & P. R.R. CO. SURVEY
## SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
## ABSTRACT 132

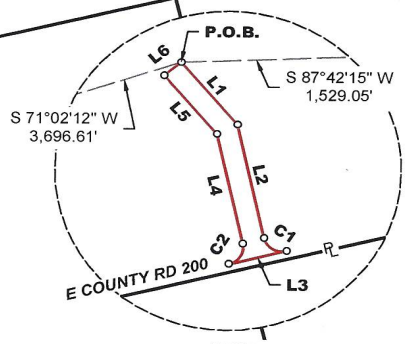
Graphic Scale in Feet
1,000' 500' 0 1,000'

N

VICINITY MAP
NOT TO SCALE




TX-MD-015.000
THE CITY OF MIDLAND
VOL. 760 PG. 466
D.R.M.C.TX.




DETAIL
NOT TO SCALE

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | LENGTH |
| L1 | S 40°09'31" E | 118.90' |
| L2 | S 12°36'25" E | 168.82' |
| L3 | S 75°47'32" W | 80.03' |
| L4 | N 12°36'25" W | 163.70' |
| L5 | N 40°09'31" W | 111.55' |
| L6 | N 49°50'29" E | 30.00' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 91°36'03" | 25.00 | 39.97 | S 58°24'26" E | 35.85 |
| C2 | 88°23'57" | 25.00 | 38.57 | N 31°35'34" E | 34.86 |

TX-MD-016.000
THE CITY OF MIDLAND
VOLUME 1278, PAGE 577
O.P.R.M.C.TX.

**P.O.B.**
N 031°53'10.94"
W 101°51'22.13"

S 87°42'15" W
1,529.05'

L6 L1 L5 L2 C1 L4 C2 L3

**P.O.R.**
FOUND RAILROAD SPIKE
SW COR. SEC. 9
N 031°52'58.58"
W 101°52'02.48"

S 71°02'12" W - 3,696.61'
E COUNTY RD 200

TX-MD-017.000
THE CITY OF MIDLAND
VOLUME 1160, PAGE 622
O.P.R.M.C.TX.

**P.O.C.**
FOUND RAILROAD SPIKE
SE COR. SEC. 9
N 031°53'11.76"
W 101°51'04.42"

## LEGEND

| | |
|---|---|
| **P.O.C.** | POINT OF COMMENCEMENT |
| **P.O.R.** | POINT OF REFERENCE |
| **P.O.B.** | POINT OF BEGINNING |
| **P.O.T.** | POINT OF TERMINATION |
| I.R. | IRON ROD |
| I.P. | IRON PIPE |
| CONC. MON. | CONCRETE MONUMENT |
| FNC. CNR. | FENCE CORNER |
| D.R.M.C.TX. | DEED RECORDS, MIDLAND COUNTY, TEXAS |
| O.P.R.M.C.TX. | OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS |
| ● | FOUND MONUMENT - AS DESCRIBED |
| ○ | POINT OF INTERSECTION |
| | PROPOSED ACCESS ROAD RIGHT OF WAY |
| R | PROPERTY LINE |
| | ADJOINING PROPERTY LINE |
| | ABSTRACT LINE |

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY TARGA.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY TARGA.

02/27/2023
JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

PROPOSED RIGHT OF WAY: 9,464 SQ. FT. = 0.22 AC.

| REV | DATE | BY | DESCRIPTION | CHK. |
|---|---|---|---|---|
| 2 | 02/27/23 | JHV | REVISED PER CLIENT COMMENTS | JSS |
| 1 | 02/24/23 | JHV | REVISED PER CLIENT COMMENTS | JSS |
| 0 | 02/23/23 | JHV | ISSUED FOR ACQUISITION | JSS |

PROJECT NO: 64566

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA
MIDLAND-PERMIAN PIPELINE LLC,
110 WEST 7th ST., SUITE 2300
TULSA, OKLAHOMA 74119

TARGA - PINNACLE INTERCONNECT
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

| | | | |
|---|---|---|---|
| DRAWN BY: JHV | DATE: 02/23/23 | DWG. NO. TX-MD-016.000_AR | REV. 2 |
| CHECKED BY: JSS | DATE: 02/23/23 | SHEET 1 OF 2 | |
| SCALE: 1" = 1,000' | APP BY: JSS | | |

\\EGNYTEDRIVE\EEESLLC\SHARED\PROJECTS\000000 - MIDLAND PROJECTS\64566 - TARGA RESOURCES - PINNACLE INTERCONNECT\04- DRAWINGS\04 - PLATS\TX-MD-016.000_AR.DWG

EXHIBIT "A"

# MIDLAND COUNTY, TEXAS

## T. & P. R.R. CO. SURVEY
## SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
## ABSTRACT 132

BEING A PERIMETER DESCRIPTION OF A PROPOSED VARIABLE WIDTH RIGHT OF WAY, LOCATED IN THE T. & P. R.R. CO. SURVEY, SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH, ABSTRACT 132, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOLUME 1278, PAGE 577, OF THE OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS; SAID RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

**COMMENCING** FROM A FOUND RAILROAD SPIKE MARKING THE SE CORNER OF SAID SECTION 9 (N 031°53'11.76", W 101°51'04.42");

**THENCE**, SOUTH 87°42'15" WEST, A DISTANCE OF 1,529.05 FEET TO THE **POINT OF BEGINNING** (N 031°53'10.94", W 101°51'22.13") OF THE HEREIN DESCRIBED RIGHT OF WAY;

**THENCE**, SOUTH 40°09'31" EAST, A DISTANCE OF 118.90 FEET TO AN ANGLE POINT;

**THENCE**, SOUTH 12°36'25" EAST, A DISTANCE OF 168.82 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;

**THENCE**, WITH SAID CURVE TO THE LEFT WITH AN ARC DISTANCE OF 39.97 FEET, A DELTA ANGLE OF 91°36'03", A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 58°24'26.43" EAST, A DISTANCE OF 35.85 TO A POINT;

**THENCE**, SOUTH 75°47'32" WEST, A DISTANCE OF 80.03 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;

**THENCE**, WITH SAID CURVE TO THE LEFT WITH AN ARC DISTANCE OF 38.57 FEET, A DELTA ANGLE OF 88°23'57", A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 31°35'34" EAST, A DISTANCE OF 34.86 TO A POINT;

**THENCE**, NORTH 12°36'25" WEST, A DISTANCE OF 163.70 FEET TO AN ANGLE POINT;

**THENCE**, NORTH 40°09'31" WEST, A DISTANCE OF 111.55 FEET TO AN ANGLE POINT;

**THENCE**, NORTH 49°50'29" EAST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING,** WITH THE PROPOSED RIGHT OF WAY CONTAINING AN AREA OF 9,464 SQUARE FEET OR 0.22 ACRES OF LAND, MORE OR LESS.




02/27/2023

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

| REV | DATE | BY | DESCRIPTION | CHK. |
|---|---|---|---|---|
| 2 | 02/27/23 | JHV | REVISED PER CLIENT COMMENTS | JSS |
| 1 | 02/24/23 | JHV | REVISED PER CLIENT COMMENTS | JSS |
| 0 | 02/23/23 | JHV | ISSUED FOR ACQUISITION | JSS |

PROJECT NO: 64566

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

MIDLAND-PERMIAN PIPELINE LLC,
110 WEST 7th ST., SUITE 2300
TULSA, OKLAHOMA 74119

TARGA - PINNACLE INTERCONNECT
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

| | | | |
|---|---|---|---|
| DRAWN BY: JHV | DATE: 02/23/23 | DWG. NO. TX-MD-016.000_AR | REV. 2 |
| CHECKED BY: JSS | DATE: 02/23/23 | SHEET 2 OF 2 | |
| SCALE: NOT TO SCALE | APP BY: JSS | | |

\\EGNYTEDRIVE\EESLLC\SHARED\PROJECTS\100000 - MIDLAND PROJECTS\64566 - TARGA RESOURCES - PINNACLE INTERCONNECT\04 - DRAWINGS\04 - PLATS\TX-MD-016.000_AR.DWG

EXHIBIT "A"

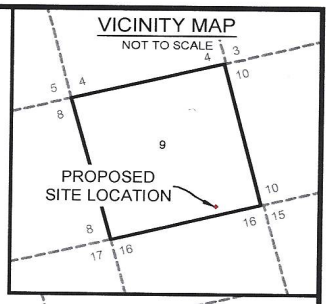
# MIDLAND COUNTY, TEXAS

T. & P. R.R. CO. SURVEY
SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 132

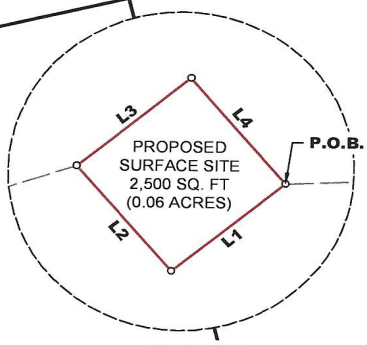
Graphic Scale in Feet
1,000' 500' 0 1,000'

N

VICINITY MAP
NOT TO SCALE




TX-MD-015.000
THE CITY OF MIDLAND
VOL. 760 PG. 466
D.R.M.C.TX.




DETAIL "A"
NOT TO SCALE

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | LENGTH |
| L1 | S 49°50'29" W | 50.00' |
| L2 | N 40°09'31" W | 50.00' |
| L3 | N 49°50'29" E | 50.00' |
| L4 | S 40°09'31" E | 50.00' |

TX-MD-016.000
THE CITY OF MIDLAND
VOLUME 1278, PAGE 577
O.P.R.M.C.TX.

**P.O.B.**
N 031°53'10.98"
W 101°51'21.63"

S 87°46'17" W
1,486.07'

SEE DETAIL "A"

**P.O.R.**
FOUND RAILROAD SPIKE
SW COR. SEC. 9
N 031°52'58.58"
W 101°52'02.48"

S 70°45'28" W - 3,673.63'

TX-MD-017.000
THE CITY OF MIDLAND
VOLUME 1160, PAGE 622
O.P.R.M.C.TX.

**P.O.C.**
FOUND RAILROAD SPIKE
SE COR. SEC. 9
N 031°53'11.76"
W 101°51'04.42"

## LEGEND

| | |
|---|---|
| **P.O.C.** | POINT OF COMMENCEMENT |
| **P.O.R.** | POINT OF REFERENCE |
| **P.O.B.** | POINT OF BEGINNING |
| **P.O.T.** | POINT OF TERMINATION |
| I.R. | IRON ROD |
| I.P. | IRON PIPE |
| CONC. MON. | CONCRETE MONUMENT |
| FNC. CNR. | FENCE CORNER |
| D.R.M.C.TX. | DEED RECORDS, MIDLAND COUNTY, TEXAS |
| O.P.R.M.C.TX. | OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS |
| ● | FOUND MONUMENT - AS DESCRIBED |
| ○ | POINT OF INTERSECTION |
| | PROPOSED SURFACE SITE |
| ℄ | PROPERTY LINE |
| | ADJOINING PROPERTY LINE |
| | ABSTRACT LINE |

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY TARGA.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY TARGA.

02/24/2023

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

PROPOSED SURFACE SITE: 2,500 SQ. FT. = 0.06 AC.

| REV | DATE | BY | DESCRIPTION | CHK. |
|---|---|---|---|---|
| | | | | |
| | | | | |
| 1 | 02/24/23 | JHV | REVISED PER CLIENT COMMENTS | JSS |
| 0 | 02/23/23 | JHV | ISSUED FOR ACQUISITION | JSS |

PROJECT NO: 64566

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE, SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

MIDLAND-PERMIAN PIPELINE LLC,
110 WEST 7th ST., SUITE 2300
TULSA, OKLAHOMA 74119

TARGA - PINNACLE INTERCONNECT
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

| | | | |
|---|---|---|---|
| DRAWN BY: JHV | DATE: 02/23/23 | DWG. NO. TX-MD-016.000_SS | REV. 1 |
| CHECKED BY: JSS | DATE: 02/23/23 | SHEET 1 OF 2 | |
| SCALE: 1" = 1,000' | APP BY: JSS | | |

\\EGNYTEDRIVE\EESLLC\SHARED\PROJECTS\000000 - MIDLAND PROJECTS\64566 - TARGA RESOURCES - PINNACLE INTERCONNECT\04 - DRAWINGS\04 - PLATS\TX-MD-016.000_SS.DWG

EXHIBIT "A"

# MIDLAND COUNTY, TEXAS

## T. & P. R.R. CO. SURVEY
## SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
## ABSTRACT 132

BEING A PERIMETER DESCRIPTION OF A PROPOSED 0.06 ACRE TRACT OR PARCEL OF LAND, LOCATED IN THE T. & P. R.R. CO. SURVEY, SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH, ABSTRACT 132, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOLUME 1278, PAGE 577, OF THE OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

**COMMENCING** FROM A FOUND RAILROAD SPIKE MARKING THE SE CORNER OF SAID SECTION 9 (N 031°53'11.76", W 101°51'04.42");

**THENCE**, SOUTH 87°46'17" WEST, A DISTANCE OF 1,486.07 FEET TO THE **POINT OF BEGINNING** (N 031°53'10.98", W 101°51'21.63") AND EASTERLY CORNER OF THE HEREIN DESCRIBED PROPOSED TRACT;

**THENCE**, SOUTH 49°50'29" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHERLY CORNER OF HEREIN PROPOSED TRACT;

**THENCE**, NORTH 40°09'31" WEST, A DISTANCE OF 50.00 FEET TO THE WESTERLY CORNER OF HEREIN PROPOSED TRACT FROM WHICH A FOUND RAILROAD SPIKE (N 031°52'58.58", W 101°52'02.48") MARKING THE SW CORNER OF SAID SECTION 9, BEARS SOUTH 70°45'28" WEST, A DISTANCE OF 3,673.63 FEET;

**THENCE**, NORTH 49°50'29" EAST, A DISTANCE OF 50.00 FEET TO THE NORTHERLY CORNER OF HEREIN PROPOSED TRACT;

**THENCE**, SOUTH 40°09'31" EAST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING,** CONTAINING AN AREA OF 2,500 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS.




02/24/2023

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

| REV | DATE | BY | DESCRIPTION | CHK. |
|---|---|---|---|---|
| 1 | 02/24/23 | JHV | REVISED PER CLIENT COMMENTS | JSS |
| 0 | 02/23/23 | JHV | ISSUED FOR ACQUISITION | JSS |

PROJECT NO: 64566

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

MIDLAND-PERMIAN PIPELINE LLC,
110 WEST 7th ST., SUITE 2300
TULSA, OKLAHOMA 74119

TARGA - PINNACLE INTERCONNECT
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

| | | | |
|---|---|---|---|
| DRAWN BY: JHV | DATE: 02/23/23 | DWG. NO. TX-MD-016.000_SS | REV. 1 |
| CHECKED BY: JSS | DATE: 02/23/23 | SHEET 2 OF 2 | |
| SCALE: NOT TO SCALE | APP BY: JSS | | |

\\EGNYTEDRIVE\EESLLC\SHARED\PROJECTS\00000 - MIDLAND PROJECTS\64566 - TARGA RESOURCES - PINNACLE INTERCONNECT\04 -DRAWINGS\04 - PLATS\TX-MD-016.000_SS.DWG

# City Council Meeting

**Item Number:** 34

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Cristina Odenborg Burns, Director of Community Services

**Subject:** RESOLUTION ESTABLISHING AN APPROPRIATION POLICY FOR OIL AND GAS REVENUES GENERATED BY CITY-OWNED PARK PROPERTY (DISTRICT: ALL) (COMMUNITY SERVICES)

---

**Purpose:**

Resolution appropriating the oil and gas revenue generated from parks properties for improvements and maintenance of parks.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Oil and gas revenue collected from parks properties will be deposited into the Parks Special Purpose Fund (077) and will be used for improvements and maintenance of existing or new parks.

**Discussion:**

There is already an internal policy that the the oil and gas revenue generated from parks properties is to be used for improvements to parks. However, this resolution will formalize that policy as well as allow for the revenue to be used for maintenance.

Morris William Jr.

**RESOLUTION NO. _____**

**RESOLUTION ESTABLISHING AN APPROPRIATION POLICY FOR OIL AND GAS REVENUES GENERATED BY CITY-OWNED PARK PROPERTY**

**WHEREAS**, the City of Midland, Texas, owns and operates certain park properties within its corporate limits; and

**WHEREAS**, the City has received revenues, and expects to receive future revenues, generated by the oil and gas reserves under City-owned park property; and

**WHEREAS**, the City Council is committed to maintaining and improving City-owned park properties and related facilities and improvements for the benefit of the general public; and

**WHEREAS**, the City Council finds it to be in the public interest to establish an appropriation policy for oil and gas revenues generated by City-owned park property;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the above recitals are hereby approved and adopted for all purposes.

**SECTION TWO.** That an appropriation policy for oil and gas revenues generated by City-owned park property is hereby established so that one hundred percent (100%) of all oil and gas revenues generated by City-owned park property shall be appropriated for improvements and maintenance of City-owned park property and related facilities and improvements, subject to applicable rules, regulations, and law.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# City Council Meeting

**Item Number:** **35**

**Meeting Date:** **March 28, 2023**

**To:** **City Council / City Manager**

**From:** **Mark Widmann, Director**

**Subject:** **Motion appointing Morris Williams Jr. as the Interim City Manager effective May 1, 2023, and authorizing the Mayor to execute an employment agreement between the City of Midland and the Interim City Manager. (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)**

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**Purpose:**

The purpose is to appoint Morris Williams Jr. as the Interim City Manager effective May 1, 2023.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

**Discussion:**

Tina Daugherty

City Manager's Office

# City Council Meeting

**Item Number:** 36

**Meeting Date:** February 28, 2023, March 28, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

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**Purpose:**

The applicant, Brad Schwab, is requesting a zone change from LI, Light Industrial District to MF-22, Multiple-Family Dwelling District to permit senior, multi-family housing.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This request does not require any City funds.

**Surrounding Zoning and Land Use:**

The properties to the north are zoned LI and are the location of businesses. The properties to the east are zoned PD, Planned District for an Office Center and SF-1, Single-Family Dwelling District and is the location of homes and a government entity. The property to the south is zoned 2F, Two-Family Dwelling (Duplex) District and is the location of churches and homes. The

properties to the west are zoned C, Commercial, MF-22, Multiple-Family Dwelling District, and LR, Local Retail, and is the location of businesses, a government entity, and a church.

**Analysis:**

The applicant, Brad Schwab, is requesting approval of a change zoning from LI, Light Industrial District to MF-22, Multiple-Family Dwelling District to permit a senior, multi-family housing development.

The site plan, attached hereto as Exhibit B, shows a proposed subdivision that will have a continuous building of 69,620.48 square footage, with a maximum height of 45 feet. This building has been designed to have up to 200 units for Seniors (Age and Income Restricted). There will be 89 one-bedroom units and 111 two-bedroom units. The site has a total density of 22.67 units per acre. There are (2) semi-open concept common areas and a Dog Park. They will provide the required 357 parking spaces.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04; Residential Zoning District Dimensional Regulation Chart as well as Chapter 9, Landscape Regulations for future landscaping. In addition to conforming to the parking regulations set forth in Title XI, Chapter 11 of the City Code.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections to zone change request.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Engineering: (Approved)**

No objections to zoning. [For Applicant’s Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

**Code: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

**Planning: (Approved)**

This request is not in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for General Industrial, a classification which calls for all types of industrial: manufacturing, warehousing, distribution, and office/industrial flex space. However, as mentioned, the property has single-family housing to the south and east as well as an MF-22, zoning to the southwest. Therefore, this request is consistent with the development surrounding it. Additionally, Principle 4 of Chapter 3 of the Tall City Tomorrow Plan seeks to increase the diversity of the housing stock in Midland. This development works both for and against creating a sense of more community housing.

This item was to appear at the Planning and Zoning Commission meeting on January 17, 2023, but was moved due to the commission not having a quorum. This request was made by the applicant.

The Planning & Zoning Commission recommended approval of this request on February 6, 2023.

This request was deferred by City Council on February 14, 2023.

Staff recommends approval of this zone change from LI, Light Industrial District to MF-22, Multiple-Family Dwelling District subject to conditions A through E.

**Conditions:**

**A. That this property shall significantly conform to the site plan, attached hereto and incorporated herein, as Exhibit B.**

**B. That the use and development of the property shall conform to the regulations of the MF-22, Multiple-Family Dwelling District.**

**C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

**D. That all signage shall conform to the City of Midland Sign Code.**

**E. That the parking shall conform to the regulations set forth in Title XI, Chapter 11 of the City Code.**

**Letters of Objection:**

As of February 15, 2023, staff has received 9 letters of objection with an objection percentage of 39.2%.

**Attachments:**

Application
Metes and Bounds (Exhibit A
Site Plan (Exhibit B)
Maps

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning an 8.823-acre tract of land out of Lot 1, Block 1, Ortloff Addition, Section 2, 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 (the "Property"), to MF-22, Multiple-Family Dwelling District and adopting a site plan therefor, as set out hereinafter;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to MF-22, Multiple-Family Dwelling District.

**SECTION TWO.** That a site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

That the use and development of the Property shall conform to the regulations of the MF-22, Multiple-Family Dwelling District and the conditions shown on Exhibit "B".

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

**FIELD NOTE DESCRIPTION OF A 8.823 ACRE TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT CALLED LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, AS RECORDED IN DOCUMENT NUMBER 12374, IN CABINET D ON PAGE 61 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY AND BEING A PORTION OF THE TRACT CONVEYED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 5161 IN VOLUME 1452 ON PAGE 665 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED FOR A ZONING DESCRIPTION ONLY AS FOLLOWS;**

**BEGINNING** AT N.(y): 10694925.39, E.(x): 1734544.87, A ONE HALF INCH IRON ROD WITH CAP MARKED "PSC RPLS 6453," FOUND AND ACCEPTED AS THE SOUTHEAST CORNER OF LOT 3-A, BLOCK 1, ORTLOFF ADDITION, SECTION 7 AS FILED IN CABINET "M", PAGE 33, OF SAID PLAT RECORDS, AND AN INTERIOR CORNER HEREOF;

**THENCE** N.14°22'51"W., ALONG THE EAST LINE OF SAID LOT 3-A, AT A RECORD 165.10 FEET PASSING THE EAST NORTHEAST CORNER THEREOF AND A POINT AT WHICH WESTCLIFF DRIVE RIGHT-OF-WAY COMMENCES, IN ALL, 181.26 FEET TO A FIVE EIGHTHS INCH IRON ROD (BENT) FOUND AT A POINT OF DEFLECTION AND CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.19°41'56"W., 74.01 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 83.32 FEET TO A FIVE EIGHTHS INCH IRON ROD WITH AN ILLEGIBLE YELLOW CAP AT A POINT OF DEFLECTION AND THE END OF CURVE;

**THENCE** N.14°22'51"W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WESTCLIFF DRIVE, 89.99 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET ON THE SOUTH LINE OF A 20 FOOT ALLEY BEING THE SOUTH LINE OF ORTLOFF ADDITION SECTION 3, RECORDED AS DOCUMENT NUMBER 3790 IN CABINET G ON PAGE 31 OF SAID PLAT RECORDS FOR THE NORTH NORTHWEST CORNER HEREOF;

**THENCE** N.75°39'44"E., ALONG SAID ALLEY, 492.30 FEET TO AN "RPC" SET IN THE WEST RIGHT-OF-WAY LINE OF WOODCREST DRIVE AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 3, FOR THE NORTHEAST CORNER HEREOF;

**THENCE** THE FOLLOWING 3 COURSES AND DISTANCES ALONG SAID WEST RIGHT-OF-WAY;

1. S.14°22'32"E., 122.25 FEET TO AN "RPC" SET;

2. N.75°37'28"E., 5.00 FEET TO AND "RPC" SET;

3. S.14°22'32"E., 450.00 FEET TO AN "RPC" SET AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 2 AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE NORTH RIGHT-OF-WAY OF DOUGLAS AVENUE, FOR THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°38'31"W., ALONG SAID RIGHT-OF-WAY, 167.67 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 538.54 FEET AND A CHORD BEARING AND DISTANCE OF S.61°29'12"W., 263.37 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 266.06 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 478.54 FEET AND A CHORD BEARING AND DISTANCE OF S.59°13'15"W., 197.08 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 198.50 FEET TO A ONE HALF INCH IRON ROD FOUND AT A POINT OF DEFLECTION BEING THE POINT OF CURVATURE FOR A CUL-DE-SAC CONCAVE TO THIS TRACT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.85°51'43"W., 87.00 FEET;

**THENCE** AROUND THE ARC OF SAID CUL-DE-SAC, 105.52 FEET TO A POINT OF DEFLECTION TO THE RIGHT AND THE END OF CURVE FOR A SOUTHERLY CORNER HEREOF;

**THENCE** THE FOLLOWING 4 COURSES AND DISTANCES INTERIOR TO SAID LOT 1;

1. S.86°40'47"W., 93.18 FEET TO A POINT;
2. N.14°43'02"W., 187.89 FEET TO A POINT;
3. N.75°37'28"E., 20.03 FEET TO A POINT;
4. N.14°22'32"W., 114.34 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 3-A;

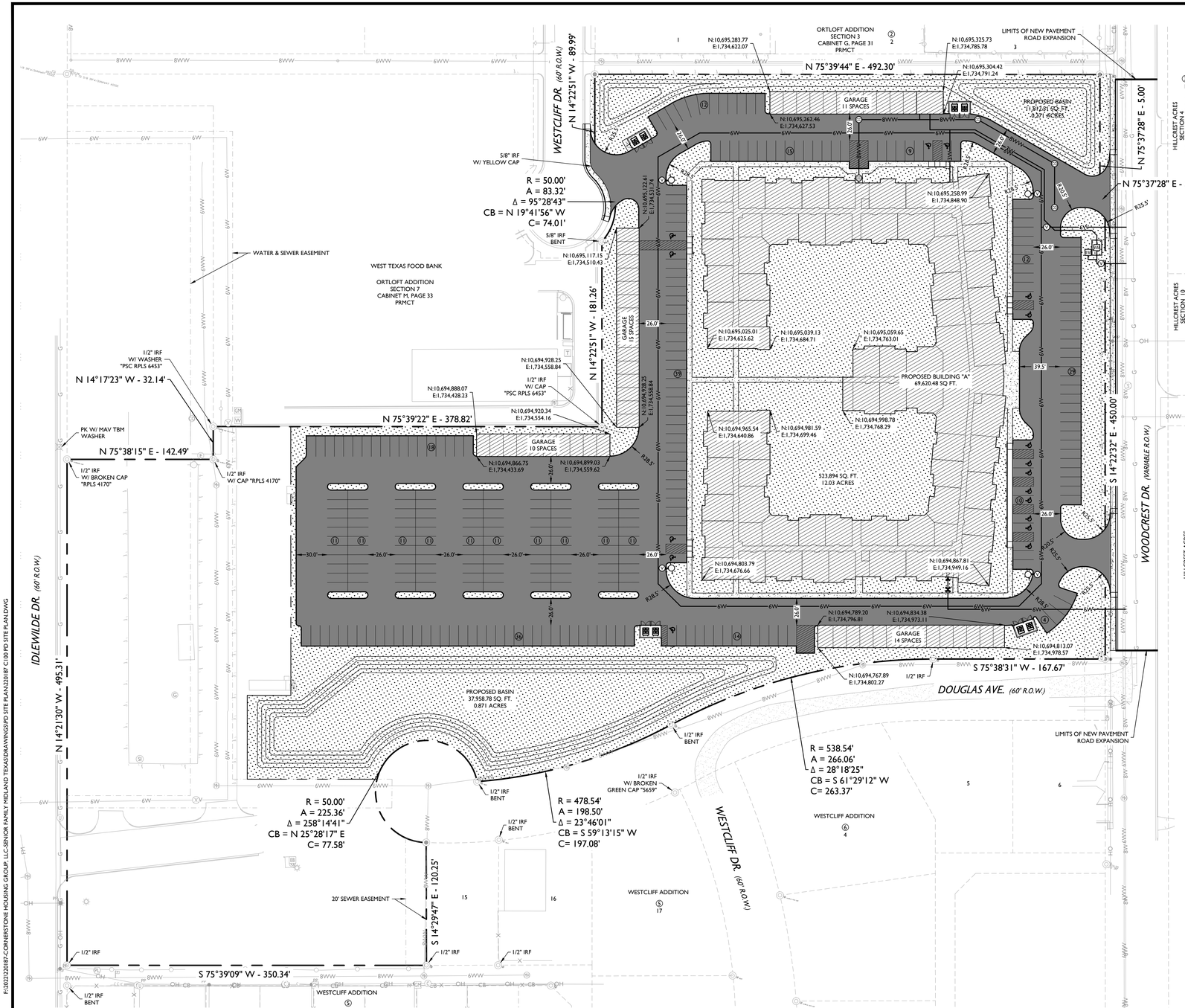
**THENCE** N.75°39'22"E., ALONG SAID SOUTH LINE OF LOT 3-A, 276.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 8.823 ACRE OF LAND.




December 19, 2022

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

# EXHIBIT "B"



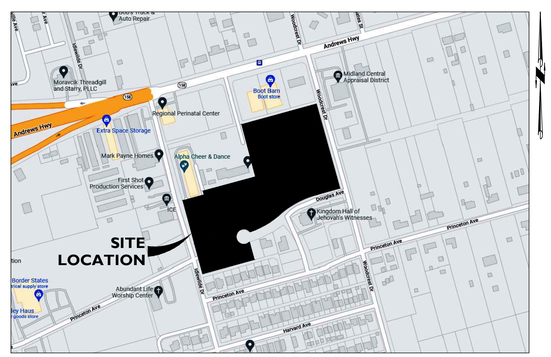

## LEGEND

- DENOTES FOUND BENCHMARK AS NOTED
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SAW CUT "X"
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING SEWER VALVE
- DENOTES EXISTING UTILITY MARKER
- DENOTES EXISTING SIGN
- DENOTES EXISTING FLAG
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING GAS METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS
- DENOTES EXISTING EASEMENT LINE
- DENOTES EDGE OF ASPHALT
- DENOTES EXISTING CHAIN LINK FENCE
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- UE — DENOTES EXISTING UNDERGROUND ELECTRIC LINE
- CB — DENOTES EXISTING BURIED CABLE LINE
- G — DENOTES EXISTING GAS LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 6WW — DENOTES EXISTING 6" WASTE WATER LINE
- 8WW — DENOTES EXISTING 8" WASTE WATER LINE
- DENOTES PROPOSED MANHOLE
- DENOTES PROPOSED CLEAN OUT
- FDC — DENOTES PROPOSED FDC (FIRE DEPARTMENT CONNECTION)
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED POST INDICATOR VALVE
- IM — DENOTES PROPOSED IRRIGATION METER
- WM — DENOTES PROPOSED WATER METER
- DENOTES PROPOSED WATER VALVE
- 1W — DENOTES PROPOSED 1" WATER LINE
- 3W — DENOTES PROPOSED 3" WATER LINE
- 6W — DENOTES PROPOSED 6" WATER LINE
- 8WW — DENOTES PROPOSED 8" WASTEWATER LINE
- DENOTES PROPOSED CONCRETE

0' 50' 100' 150'
SCALE 1" = 50'

## DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ±84,492.48 SQUARE FOOT BUILDINGS LOCATED ON A 12.027 TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, TOWNSHIP 1 SOUTH AND PACIFIC RAILWAY COMPANY SURVEY, CITY & COUNTY OF MIDLAND, TEXAS. RE-PLAT IN PROGRESS. THE SITE IS LOCATED NEAR THE INTERSECTION OF WOODCREST DRIVE & PRINCETON AVENUE. THE DEVELOPMENT IS CURRENTLY ZONED AS A LI.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF;
  - NORTH - A SINGLE STORY GARAGE FACILITY.
  - WEST - TWO SINGLE STORY GARAGE FACILITIES.
  - CENTRAL - A SINGLE THREE STORY APARTMENT BUILDING.
  - SOUTH - A SINGLE STORY GARAGE FACILITY.
- BUILDING HEIGHT: THE NORTH STRUCTURE IS PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT. THE CENTRAL STRUCTURE IS PLANNED TO BE A THREE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 45 FT. THE WEST STRUCTURES ARE PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT. AND THE SOUTHERN STRUCTURES ARE PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT.
- ACCESS: THE SITE IS PLANNED TO HAVE THREE (3) ACCESS POINTS, ONE TO THE NORTHEAST ACCESSING WOODCREST DRIVE, ONE TO THE NORTHWEST ACCESSING WESTCLIFF DRIVE, AND ONE TO THE SOUTHEAST ACCESSING WOODCREST DRIVE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT OR ALONG THE ROAD.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 280 STANDARD PARKING SPACES, AND AN ADDITIONAL 16 ACCESSIBLE PARKING SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- UTILITIES: PUBLIC UTILITIES ARE PRESENT. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF.




## VICINITY MAP
N.T.S.

## LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

## DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

## PARKING CALCULATIONS:

UNIT TYPE 1 BEDROOM = (89 UNITS x 1.5) = REQUIRED 133.5 PARKING
UNIT TYPE 2 BEDROOM = (112 UNITS x 2) = REQUIRED 224 PARKING
TOTAL UNIT COUNT = 201 UNITS

TOTAL **357.5 OR 358** PARKING SPACES REQUIRED

308 UNCOVERED PARKING SPACES PROVIDED
50 COVERED GARAGE PARKING SPACES PROVIDED
TOTAL PARKING SPACES PROVIDED = **358**

## FEMA FIRM NOTES:

| COMMUNITY NUMBER | PANEL NUMBER | SUFFIX | DATE OF FIRM | ZONE | BASE FLOOD ELEVATION |
|---|---|---|---|---|---|
| 481239 | 182 | F | 09/16/2005 | X | N/A |


MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K" Midland, TX 79701
ENGINEER FIRM #: F-13089
SURVEY FIRM #: 10194514
Tel: (432) 262-0989 Fax: (432) 262-0989
www.Maverick-Eng.com


| REVISIONS | BY | APPR. | DATE |
|---|---|---|---|
| Δ | | | |

DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/16/2023
JOB: 220187

# PD SITE PLAN
# CORNERSTONE HOUSING GROUP
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

**PRELIMINARY REVIEW:**
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #106572 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY 01/16/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C100** OF **XX**


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F:\2022\220187-CORNERSTONE HOUSING GROUP, LLC-SENIOR FAMILY MIDLAND TEXAS\DRAWINGS\PD SITE PLAN\220187 C100 PD SITE PLAN.DWG

MIDLAND
Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-22-0318

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Brad Schwab | | Phone ( 303 ) 517-7875 Email bschwab@cstonellc.net | |
|---|---|---|---|
| Address 209 S 19th, Ste 100 | City Omaha | State NE | Zip 68102 |

| **Property Owner** Printed Name: Michael E. Black, Pinon Ventures, LP | | Phone ( 432 ) 684-9696 Email mblack@bcoperating.com | |
|---|---|---|---|
| Address PO Box 50820 | City Midland | State TX | Zip 79710 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Maverick Printed Name: Andrew Mellen | | Phone ( 432 ) 262-0999 Email amellen@maverick-eng.com | |
|---|---|---|---|
| Address PO Box 6040 | City Midland | State TX | Zip 79704 |

**Street Address:** ~~4905~~ 4805 Andrews Hwy, Midland, TX 79703

**Legal Description**
Lot: Block: Subdivision: See provided metes & bounds description

**Current Zoning:** LI, Light Industrial District

**Proposed Zone:** MF-22, Multi-Family Dwelling District
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:** To permit senior, multi-family housing.

**Present Use of Property:** Vacant

**Proposed Use of Property:** Up to 200 units of Senior (Age and Income Resricted), Mutli-Family Housing built in one elevator served, three-story building.

**How would this zone change affect the public health, safety and welfare?** The requested MF-22 zoning will not negatively impact the public health, safety, and welfare at this location. Water and sewer utilities are at the site. Senior housing generates little traffic. The site has close proximity to health care, pharmacy, grocery, shopping, restaurants and Fire/EMS.

**Describe how conditions affecting the property have changed since present zoning designation:** The need for affordable, senor housing is high given recent housing cost increases, rapid inflation and interest rate hikes. Midland's housing values and local rents exceed what many seniors on fixed incomes can afford to pay.

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): Brad Schwab | Date: 12/13/2022 |
| Applicant (printed): Brad Schwab | |
| Property Owner (signature): | Date: 12/14/2022 |
| Property Owner (printed) : Michael E. Black | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

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 Pinon Ventures LP, 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 12th day of December, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☑ Plans in Digital Format (PDF/JPEG) |
| Check # 3965 | |
| Received By: Landon Cook | Date: RECEIVED DEC 21 2022 |

****Application will not be considered for scheduling until reviewed by a planner.**

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

**FIELD NOTE DESCRIPTION OF A 8.823 ACRE TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT CALLED LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, AS RECORDED IN DOCUMENT NUMBER 12374, IN CABINET D ON PAGE 61 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY AND BEING A PORTION OF THE TRACT CONVEYED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 5161 IN VOLUME 1452 ON PAGE 665 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED FOR A ZONING DESCRIPTION ONLY AS FOLLOWS;**

**BEGINNING** AT N.(y): 10694925.39, E.(x): 1734544.87, A ONE HALF INCH IRON ROD WITH CAP MARKED "PSC RPLS 6453," FOUND AND ACCEPTED AS THE SOUTHEAST CORNER OF LOT 3-A, BLOCK 1, ORTLOFF ADDITION, SECTION 7 AS FILED IN CABINET "M", PAGE 33, OF SAID PLAT RECORDS, AND AN INTERIOR CORNER HEREOF;

**THENCE** N.14°22'51"W., ALONG THE EAST LINE OF SAID LOT 3-A, AT A RECORD 165.10 FEET PASSING THE EAST NORTHEAST CORNER THEREOF AND A POINT AT WHICH WESTCLIFF DRIVE RIGHT-OF-WAY COMMENCES, IN ALL, 181.26 FEET TO A FIVE EIGHTHS INCH IRON ROD (BENT) FOUND AT A POINT OF DEFLECTION AND CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.19°41'56"W., 74.01 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 83.32 FEET TO A FIVE EIGHTHS INCH IRON ROD WITH AN ILLEGIBLE YELLOW CAP AT A POINT OF DEFLECTION AND THE END OF CURVE;

**THENCE** N.14°22'51"W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WESTCLIFF DRIVE, 89.99 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET ON THE SOUTH LINE OF A 20 FOOT ALLEY BEING THE SOUTH LINE OF ORTLOFF ADDITION SECTION 3, RECORDED AS DOCUMENT NUMBER 3790 IN CABINET G ON PAGE 31 OF SAID PLAT RECORDS FOR THE NORTH NORTHWEST CORNER HEREOF;

**THENCE** N.75°39'44"E., ALONG SAID ALLEY, 492.30 FEET TO AN "RPC" SET IN THE WEST RIGHT-OF-WAY LINE OF WOODCREST DRIVE AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 3, FOR THE NORTHEAST CORNER HEREOF;

**THENCE** THE FOLLOWING 3 COURSES AND DISTANCES ALONG SAID WEST RIGHT-OF-WAY;

1. S.14°22'32"E., 122.25 FEET TO AN "RPC" SET;

2. N.75°37'28"E., 5.00 FEET TO AND "RPC" SET;

3. S.14°22'32"E., 450.00 FEET TO AN "RPC" SET AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 2 AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE NORTH RIGHT-OF-WAY OF DOUGLAS AVENUE, FOR THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°38'31"W., ALONG SAID RIGHT-OF-WAY, 167.67 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 538.54 FEET AND A CHORD BEARING AND DISTANCE OF S.61°29'12"W., 263.37 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 266.06 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 478.54 FEET AND A CHORD BEARING AND DISTANCE OF S.59°13'15"W., 197.08 FEET;

**THENCE** ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 198.50 FEET TO A ONE HALF INCH IRON ROD FOUND AT A POINT OF DEFLECTION BEING THE POINT OF CURVATURE FOR A CUL-DE-SAC CONCAVE TO THIS TRACT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.85°51'43"W., 87.00 FEET;

**THENCE** AROUND THE ARC OF SAID CUL-DE-SAC, 105.52 FEET TO A POINT OF DEFLECTION TO THE RIGHT AND THE END OF CURVE FOR A SOUTHERLY CORNER HEREOF;

**THENCE** THE FOLLOWING 4 COURSES AND DISTANCES INTERIOR TO SAID LOT 1;

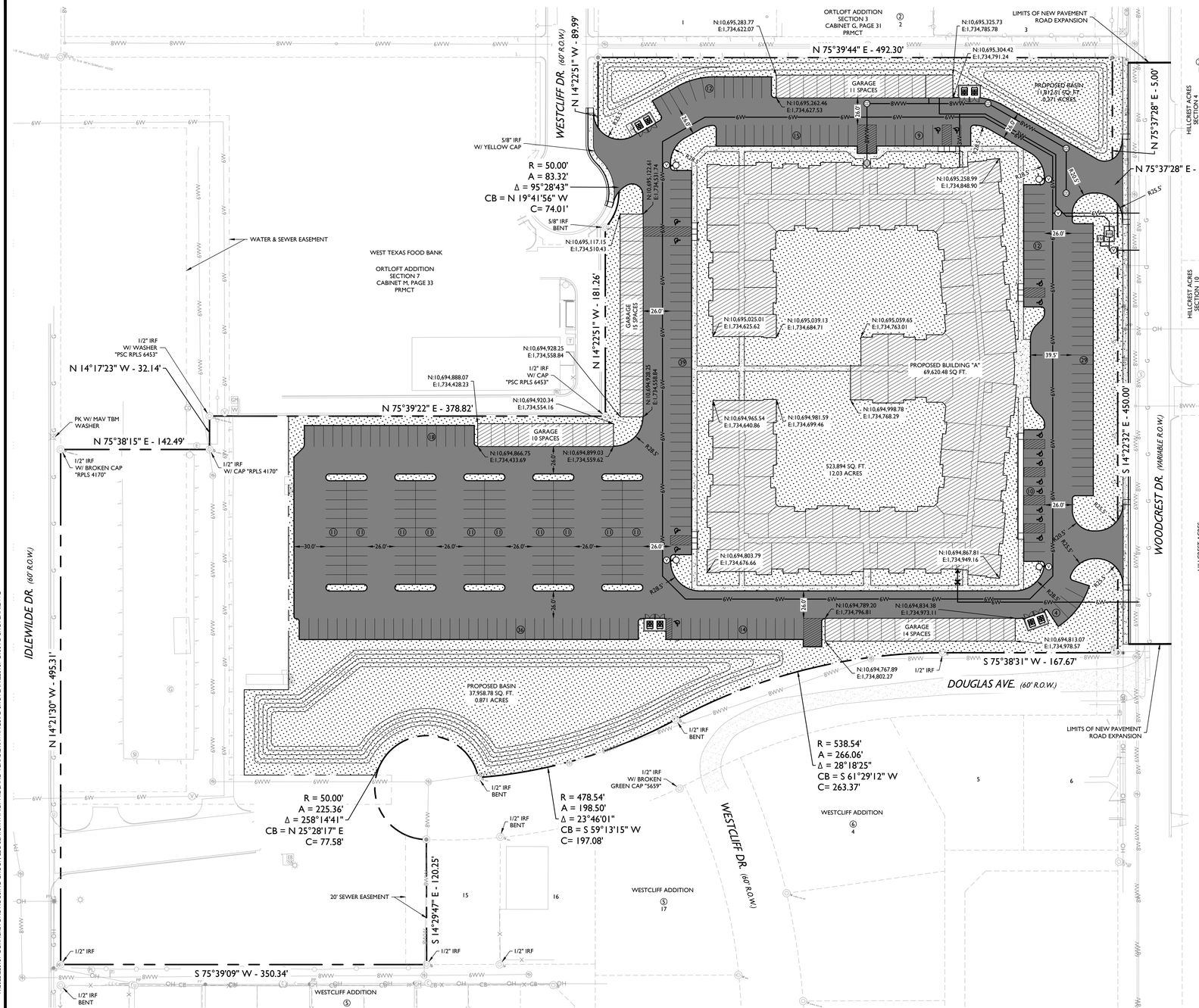
1. S.86°40'47"W., 93.18 FEET TO A POINT;
2. N.14°43'02"W., 187.89 FEET TO A POINT;
3. N.75°37'28"E., 20.03 FEET TO A POINT;
4. N.14°22'32"W., 114.34 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 3-A;

**THENCE** N.75°39'22"E., ALONG SAID SOUTH LINE OF LOT 3-A, 276.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 8.823 ACRE OF LAND.




December 19, 2022

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)



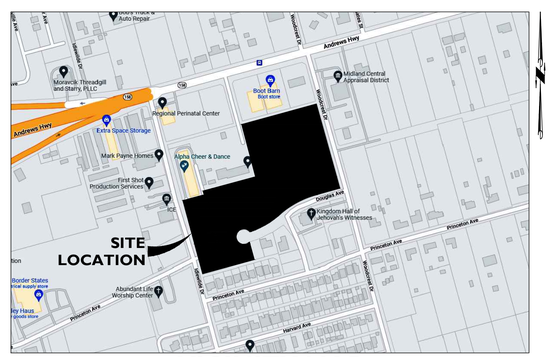

## LEGEND

- DENOTES FOUND BENCHMARK AS NOTED
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SAW CUT "X"
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING SEWER VALVE
- DENOTES EXISTING UTILITY MARKER
- DENOTES EXISTING SIGN
- DENOTES EXISTING FLAG
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING GAS METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS
- DENOTES EXISTING EASEMENT LINE
- DENOTES EDGE OF ASPHALT
- DENOTES EXISTING CHAIN LINK FENCE
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- UE — DENOTES EXISTING UNDERGROUND ELECTRIC LINE
- CB — DENOTES EXISTING BURIED CABLE LINE
- G — DENOTES EXISTING GAS LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 6WW — DENOTES EXISTING 6" WASTE WATER LINE
- 8WW — DENOTES EXISTING 8" WASTE WATER LINE
- DENOTES PROPOSED MANHOLE
- DENOTES PROPOSED CLEAN OUT
- FDC — DENOTES PROPOSED FDC (FIRE DEPARTMENT CONNECTION)
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED POST INDICATOR VALVE
- IM — DENOTES PROPOSED IRRIGATION METER
- WM — DENOTES PROPOSED WATER METER
- DENOTES PROPOSED WATER VALVE
- 1W — DENOTES PROPOSED 1" WATER LINE
- 3W — DENOTES PROPOSED 3" WATER LINE
- 6W — DENOTES PROPOSED 6" WATER LINE
- 8WW — DENOTES PROPOSED 8" WASTEWATER LINE
- DENOTES PROPOSED CONCRETE

0' 50' 100' 150'
SCALE 1" = 50'

## DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ±84,492.48 SQUARE FOOT BUILDINGS LOCATED ON A 12.027 TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, TOWNSHIP 1 SOUTH AND PACIFIC RAILWAY COMPANY SURVEY, CITY & COUNTY OF MIDLAND, TEXAS. RE-PLAT IN PROGRESS. THE SITE IS LOCATED NEAR THE INTERSECTION OF WOODCREST DRIVE & PRINCETON AVENUE. THE DEVELOPMENT IS CURRENTLY ZONED AS A LI.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF;
  - NORTH - A SINGLE STORY GARAGE FACILITY.
  - WEST - TWO SINGLE STORY GARAGE FACILITIES.
  - CENTRAL - A SINGLE THREE STORY APARTMENT BUILDING.
  - SOUTH - A SINGLE STORY GARAGE FACILITY.
- BUILDING HEIGHT: THE NORTH STRUCTURE IS PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT. THE CENTRAL STRUCTURE IS PLANNED TO BE A THREE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 45 FT. THE WEST STRUCTURES ARE PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT. AND THE SOUTHERN STRUCTURES ARE PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT.
- ACCESS: THE SITE IS PLANNED TO HAVE THREE (3) ACCESS POINTS, ONE TO THE NORTHEAST ACCESSING WOODCREST DRIVE, ONE TO THE NORTHWEST ACCESSING WESTCLIFF DRIVE, AND ONE TO THE SOUTHEAST ACCESSING WOODCREST DRIVE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT OR ALONG THE ROAD.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 280 STANDARD PARKING SPACES, AND AN ADDITIONAL 16 ACCESSIBLE PARKING SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- UTILITIES: PUBLIC UTILITIES ARE PRESENT. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF.




## VICINITY MAP
N.T.S.

## LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

## DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

## PARKING CALCULATIONS:

UNIT TYPE 1 BEDROOM = (89 UNITS x 1.5) = REQUIRED 133.5 PARKING
UNIT TYPE 2 BEDROOM = (112 UNITS x 2) = REQUIRED 224 PARKING
TOTAL UNIT COUNT = 201 UNITS

TOTAL **357.5 OR 358** PARKING SPACES REQUIRED

308 UNCOVERED PARKING SPACES PROVIDED
50 COVERED GARAGE PARKING SPACES PROVIDED
TOTAL PARKING SPACES PROVIDED = **358**

## FEMA FIRM NOTES:

| COMMUNITY NUMBER | PANEL NUMBER | SUFFIX | DATE OF FIRM | ZONE | BASE FLOOD ELEVATION |
|---|---|---|---|---|---|
| 481239 | 182 | F | 09/16/2005 | X | N/A |

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F:\2022\220187-CORNERSTONE HOUSING GROUP, LLC-SENIOR FAMILY MIDLAND TEXAS\DRAWINGS\PD SITE PLAN\220187 C100 PD SITE PLAN.DWG

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K" Midland, TX 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0989 Fax: (432) 262-0989
www.Maverick-Eng.com

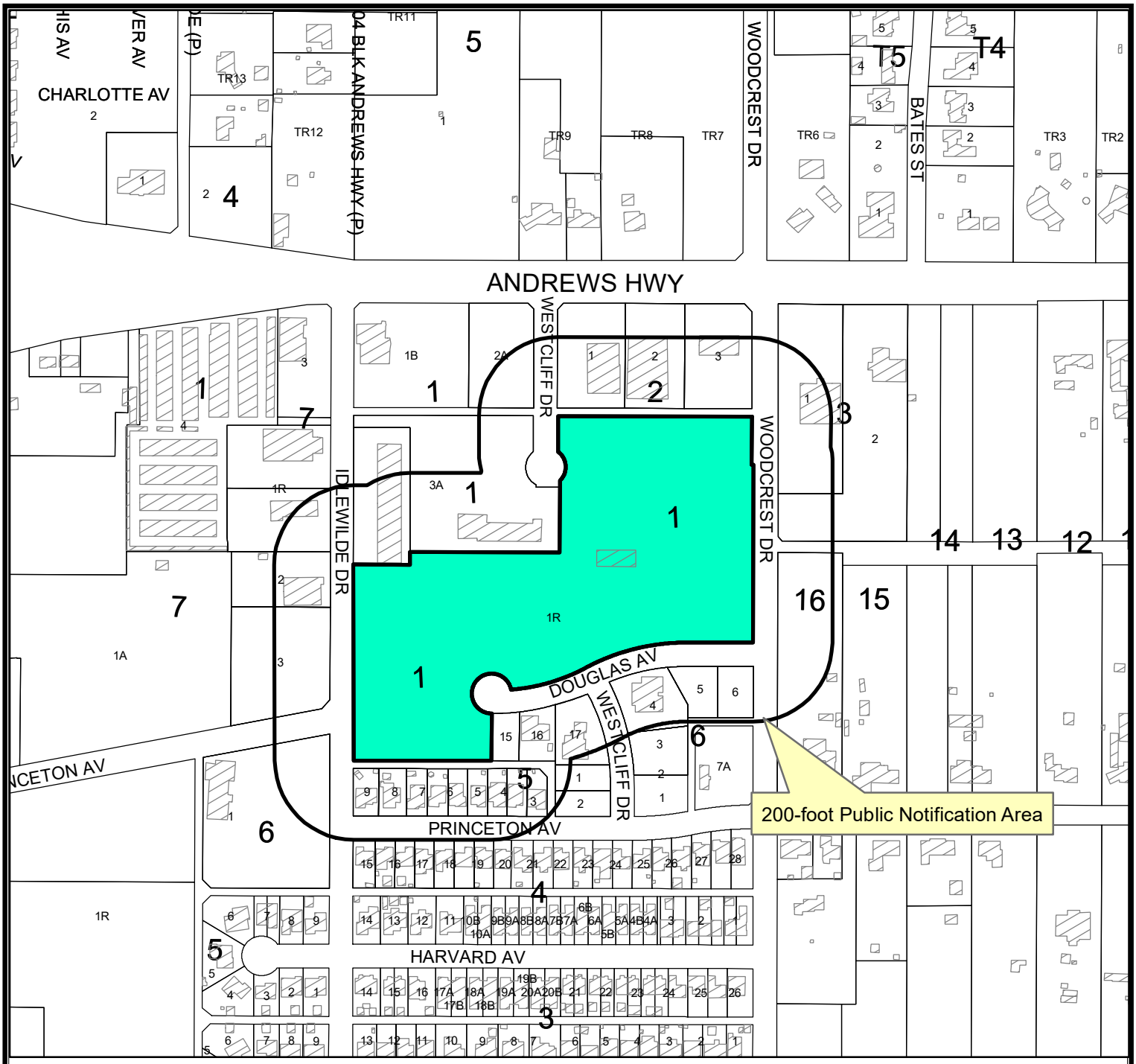
| REVISIONS | BY | APPR. | DATE |
|---|---|---|---|
| Δ | | | |

DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/16/2023
JOB: 220187

# PD SITE PLAN
# CORNERSTONE HOUSING GROUP
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

**PRELIMINARY REVIEW:**
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #106572 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY 01/16/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C100** OF XX



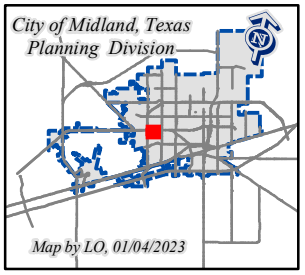

# LOCATION MAP

**Z-22-0318** **Scale: 1" = 4,303'**

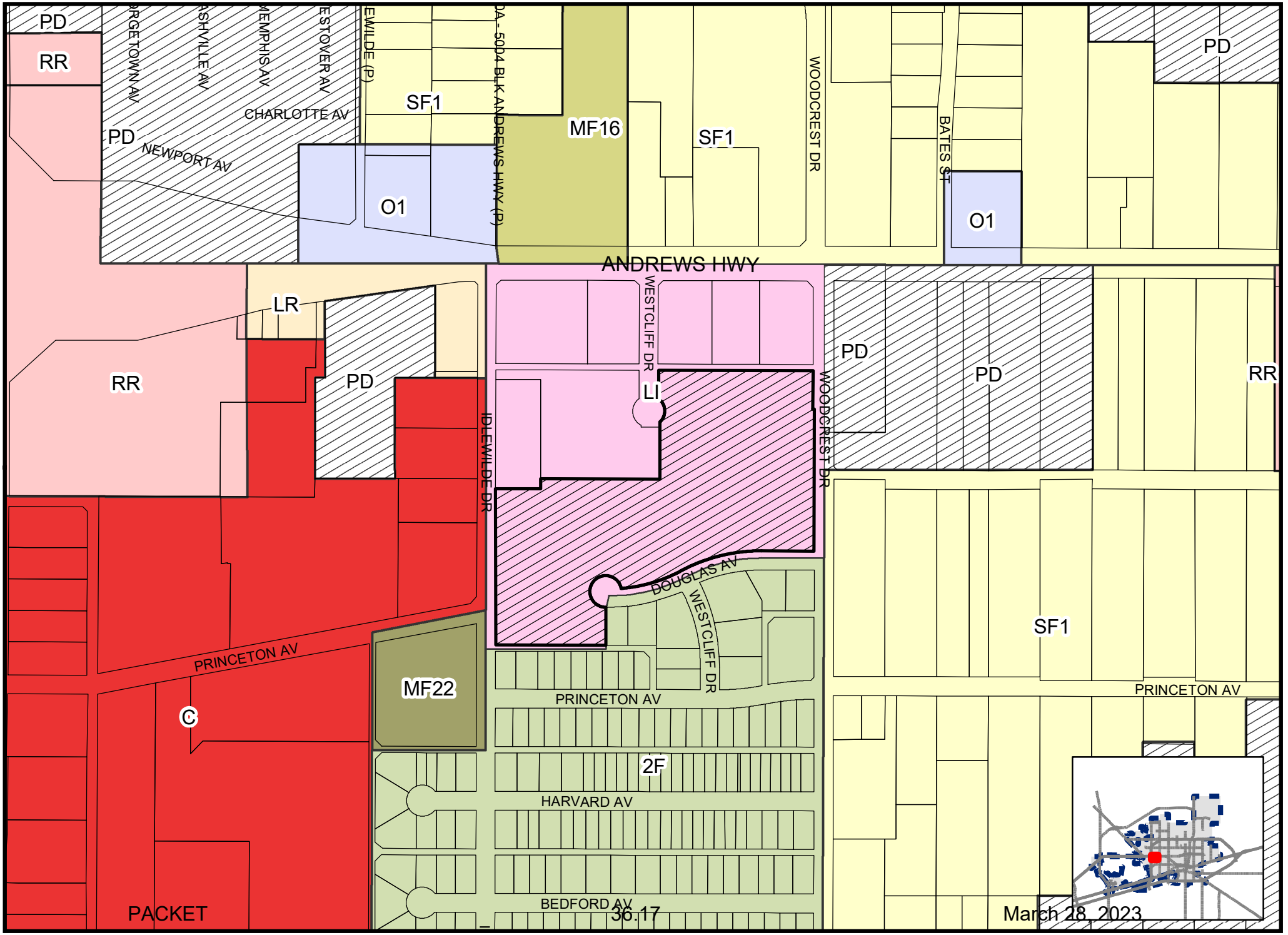
Consider a request by Brad Schwab for a zone change from LI, Light Industrial District to MF-22, Multi-Family Dwelling District, on a 8.823-acre tract of land out of Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas.
Generally located on east side of Westcliff Drive approximately 335 feet south of Andrews Highway. (Council District 3)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By LO,1/4/2023*

**Z-22-0318**

**Scale: 1" = 4,574'**

# ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









**Landon J. Ochoa**

**From:** dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
**Sent:** Wednesday, February 15, 2023 1:03 PM
**To:** Landon J. Ochoa
**Subject:** Re: Brad Schwab zone request

Thank you sir

Best regards,

Dara Richardson
(432) 559-1549

---

**From:** Landon J. Ochoa <ljochoa@midlandtexas.gov>
**Sent:** Wednesday, February 15, 2023 9:03:42 AM
**To:** dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
**Subject:** RE: Brad Schwab zone request

Thank you, Dara.

I was unable to view the video you sent but I have included you in the objection percentage.

**From:** dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
**Sent:** Tuesday, February 14, 2023 3:57 PM
**To:** Landon J. Ochoa <ljochoa@midlandtexas.gov>
**Subject:** Re: Brad Schwab zone request

4632 Princeton

Best regards,

Dara Richardson
(432) 559-1549

---

**From:** Landon J. Ochoa <ljochoa@midlandtexas.gov>
**Sent:** Tuesday, February 14, 2023 8:16:46 AM
**To:** dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
**Subject:** RE: Brad Schwab zone request

Dara,

Would you be willing to provide your address? Without the address, I can't include you in the objection percentage.

**From:** dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
**Sent:** Monday, February 13, 2023 3:54 PM
**To:** Landon J. Ochoa <ljochoa@midlandtexas.gov>
**Subject:** Brad Schwab zone request

This is our formal objection to the Brad Schwab zone. Change request generally located on the east side of Westcliff Dr.

Best regards,

Dara Crass

(432) 559-1549

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

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RECEIVED
FEB 0 2 2023
BY: .....

MIDLAND
Planning Division

REDDY VARADAREDDY T
14 OASIS
ODESSA TX 79765-8574

# PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monaday, February 6, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Brad Schwab** for approval of a **Zone Change** on the following described property:

**LEGAL DESCRIPTION:** A 8.823-acre tract of land out of Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas.

**LOCATION:** Generally located on east side of Westcliff Drive approximately 335 feet south of Andrews Highway. (Council District 3)

**PROPOSED ZONING:** **From:** LI, Light Industrial District
**To:** MF-22, Multiple-Family Dwelling District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

**I object to this request** X STRONGLEY

**Comments:** _____

**Required Information:**

Property Owner's Signature | VARADAREDDY T REDDY | 4911 Andrews Hwy
Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame a la Division de Planificación: 685-7400.

Notices Mailed: 37
Date Mailed: January 27, 2023
Case Number: Z-22-0318
Case Name: Cornerstone Housing Group
LO Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

MIDLAND
Planning Division

FEB 0 2 2023

BY: .....

DE BRUIN-MARTIN MARI
4736 PRINCETON AVE
MIDLAND TX 79703-4604

# PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at [illegible] p.m. on **Monaday, February 6, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Brad Schwab** for approval of a **Zone Change** on the following described property:

**LEGAL DESCRIPTION:** A 8.823-acre tract of land out of Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas.

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**PROPOSED ZONING:** **From:** LI, Light Industrial District
**To:** MF-22, Multiple-Family Dwelling District

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**I object to this request** K

**Comments:** Land should be for single housing b

**Required Information:**

Mari deBruin Martin — Property Owner's Signature
Mari deBruin Martin — Printed Name
4736 Princeton — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame a la Division de Planificación: 685-7400.

Notices Mailed: 37
Date Mailed: January 27, 2023
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Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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RECEIVED
FEB 0 2 2023
BY: .....

MIDLAND
Planning Divis

DE BRUIN-MARTIN MARI
4736 PRINCETON AVE
MIDLAND TX 79703-4604

# PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10 a.m.** on **Tuesday, February 14, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Brad Schwab** for approval of a **Zone Change** on the following described property:

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**To:** MF-22, Multiple-Family Dwelling District

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**I object to this request** ✓

**Comments:** Should use land for Single housing!

**Required Information:**

Mari deBruin Mart — Property Owner's Signature
Mari deBruin Martin — Printed Name
4736 Princeton — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 37
Date Mailed: January 27, 2023
Case Number: Z-22-0318
Case Name: Cornerstone Housing Group
LO Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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RECEIVED
FEB 0 2 2023
BY: .....

MIDLAND
Planning Divi...

REDDY VARADAREDDY T
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**To:** MF-22, Multiple-Family Dwelling District

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**I object to this request** X Strongly

**Comments:** _____

**Required Information:**

Property Owner's Signature — Printed Name: VARADA REDDY. T. REDDY — Property Address (No P. O. Boxes): 4901 Andrews Hwy

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 37
Date Mailed: January 27, 2023
Case Number: Z-22-0318
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Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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JAN 17 2023

MIDLAND
Planning Division

MAILED

# PUBLIC NOTICE

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**LEGAL DESCRIPTION:** Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas.

**LOCATION:** Generally located on east side of Westcliff Drive approximately 335 feet south of Andrews Highway. (Council District 3)

**PROPOSED ZONING:** **From:** LI, Light Industrial District
**To:** MF-22, Multiple-Family Dwelling District

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**I object to this request** X

**Comments:** _____

**Required Information:**

| | | |
|---|---|---|
| | West Texas Automotive | |
| | Landon Torres | 4703 Andrews Highway 79703 |
| Property Owner's Signature | Printed Name | Property Address (No P. O. Boxes) |

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 37
Date Mailed: January 6, 2023
Case Number: Z-22-0318
Case Name: Cornerstone Housing Group
LO Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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JAN 17 2023
By

MIDLAND
Planning Divi

EMBRY KATHY
1333 BRADBURY DR
CARROLLTON TX 75007

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**I object to this request** ✓

**Comments:** This type of low-incoming house project devalues our properties.

**Required Information:**

| Property Owner's Signature | Kathy Embry<br>Printed Name | 1601 Idlewilde<br>Property Address (**No P. O. Boxes**) |
|---|---|---|

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MIDLAND
Planning Division

THREE GATES HOLDINGS LLC
P.O. BOX 11065
MIDLAND TX 79702

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**I object to this request** ✓

**Comments:** DHS - ICE is located on 1515 Idlewilde until 2028. MF-22 zones not acceptable for their operations. Changing zones devalues property and potentially increases crime and other nuisances.

**Required Information:**

Joe Dawson — Joe Dawson — 1515 Idlewilde

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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**I object to this request** ✓

**Comments:** _____

**Required Information:**

| Property Owner's Signature | Caleb Hartley<br>Printed Name | 1409 Idewilde<br>Property Address (**No P. O. Boxes**) |
|---|---|---|

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**I object to this request** ✓

**Comments:** ATTACHED

**Required Information:**

| Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**) |
|---|---|---|
| By Fender | BYRON FENDER | 1600 IDLEWILDE DR. |

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

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**Byron Fender / 1600 Idlewilde Dr LLC**
**Owner of 1600 Idlewilde Dr., Midland, TX**

I am asking for the zone change to not be approved. If the zone request is made, that would add crime to this area, apartment tenants walking across my property to go the store and restaurants in the area.

I own a building that was specifically built for Dance/Cheer, with young girls coming there for practice every day. If apartments were approved this would make the parents of these girls feel unsafe. Of course, the developer does background checks, but to what standard do they reject an applicant? What about adult children that may come to live with them, or visitors that come to visit the apartments.

There needs to be a lot of questions answered before this zone change should be approved. At this time, please reject the proposed zone change!

Thank you,

Byron Fender
Partner
1600 Idlewilde Dr LLC

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JAN 10 2023

MIDLAND
Planning Divis

DE BRUIN-MARTIN MARI
4736 PRINCETON AVE
MIDLAND TX 79703-4604

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**I object to this request** X

**Comments:** There are too many multiple-family Dwellings in this area

**Required Information:**

| Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**) |
|---|---|---|
| Mari de Bruin Martin | mari de Bruin-Martin | 4736 Princeton Ave |

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

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MIDLAND
Planning Div

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JAN 17 2023
BY:.....

MIDLAND CENTRAL APPRAISAL
DISTRICT OFFICE
PO BOX 908002
MIDLAND TX 79708-0002

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**I object to this request** X

**Comments:** CONCERN FOR TAXPAYER SAFTEY DUE TO TRAFFIC CONGESTION

**Required Information:** Midland Central Appraisal District

Jerry Bundick — Property Owner's Signature
Jerry Bundick — Printed Name
4631 Andrews Hwy, Midland — Property Address (**No P. O. Boxes**)
432-699-4991

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# City Council Meeting

**Item Number:** 37

**Meeting Date:** February 28, 2023

**To:** City Council / City Manager

**From:** Jeffrey Fisher, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a coffee shop and bar at 301 W. Ohio Avenue Midland, Texas 79705.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the City.

**Current Zoning:**

CB, Central Business District.

**Surrounding Zoning and Land Use:**

The property is located at 301 W. Ohio Avenue, in the CB, Central Business District. The properties to the north, east, south, and west are zoned CB, Central Business District. The north property contains an office building, the east property a parking lot, the south property an office building, and the east property a retail shopping plaza.

**Discussion:**

The property is zoned CB, Central Business District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation. On April 13, 2021, City Council approved a Specific Use Designation for Cora's Bistro to sell alcoholic beverages for on-premises consumption for two years (Ordinance No. 10,156). This approval limited the establishment to a total of 1,116 square feet with an alcohol serviceable area of 583 square feet. Cora's is no longer operating from this property. The applicant Alexander Gamboa is now requesting a new Specific Use Designation to be able to sell alcoholic beverages for on premises consumption for his coffee shop and bar. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 1970 square feet, with an alcohol serviceable area of 1395 square feet. The owner of this property also owns a parking lot at 312 N. Colorado Street and has provided an authorization letter allowing the applicant to park here. The Zoning Ordinance requires one parking space for every four seats plus one space for every 100 square feet of kitchen area. The applicant's floor plan shows 73 seats (18 spaces required) and approximately 300 sq. ft. of kitchen area (3 spaces required) for a total of 21 spaces required. There is adequate space on the vacant parking lot to accommodate 21 spaces.

The coffee shop and bar have the following hours of operation:

Monday through Sunday from 7:00 a.m. to 2:00 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

*The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no schools or churches within 300 feet of the property.

**Engineering: (Approved)**

No objections. [For the Applicant's information only.]

**Fire: (Approved)**

No objections [For the Applicant's information only.]

**Transportation: (Approved)**

No objections [For the Applicant's information only.]

**Code Administration: (Approved)**

The SUD for Leyenda Coffee and Tequila is acceptable. The property must adhere to the maximum occupant load of 93 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

**Planning: (Approved)**

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City tomorrow, page 137) as Leyenda Coffee and Tequila will be a new destination where Midland residents can gather and socialize.

The Planning and Zoning Commission recommended approval of this request at their February 6, 2023, meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

**Conditions:**

A. That the alcohol serviceable area of the coffee shop and bar shall be limited to approximately 1395 feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of all alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 7:00 a.m. to 2:00 a.m.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to

applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 11-1-10 (G) of the city code the establishment shall receive a certificate of occupancy within 120 days from the final adoption date of the ordinance.

**Letters of Objection:**

As of February 1, 2023, staff has not received any letters of objections.

**Attachments:**

Floor Plan (Exhibit A)
Site Plan
Application
Maps

Morris Williams Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 1, Block 27, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a coffee shop and bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

**SECTION TWO.** That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,395 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 7:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

**SECTION THREE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FOUR.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION FIVE.** The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

**SECTION SIX.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

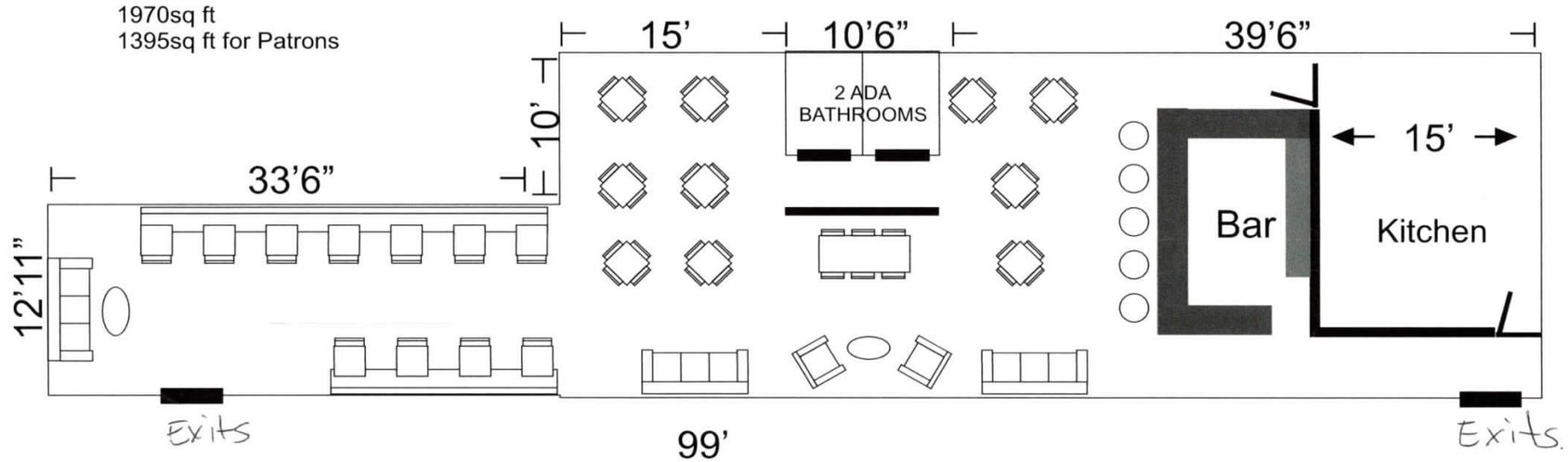
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

JAN 06 2023



MIDLAND Planning Division

**Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption**

Project Number: SU-23-0148

Case Number: _____

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Alexander Gamboa | | Phone (432)661-0314<br>Email | |
| Address<br>1515 CERRILLOS AVE | City<br>MIDLAND | State<br>TEXAS | Zip<br>79705 |
| **Property Owner**<br>Printed Name: Sonny Aguilar | | Phone (432)853-0912<br>Email | |
| Address<br>102 ANDREWS HWY | City<br>Midland | State<br>Texas | Zip<br>79701 |
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: _____<br>Printed Name: | | Phone ( )<br>Email | |
| Address | City | State | Zip |

**Street Address:** 301 W. Ohio Ave Midland, TX 79701

**Business Name:** Legenda Coffee & Tequila LLC

**Legal Description**
Lot: 1 Block: 27 Subdivision: Original Town

**Current Zoning:**

**Reason for Request:** TABC APPLICATION

**Type of Business** *(restaurant, bar, lounge, nightclub, etc.)*: COFFEE SHOP & BAR

**Proposed/Current Days and Hours of Operation:** 7AM - 12AM
SUNDAY - SUNDAY

**Proposed Days and Hours of Alcohol Service:** 7AM - ~~12AM~~ 2AM
SUNDAY - SUNDAY

**Total Square Footage of Business:** 1970 SQF

**Square Footage of Alcohol Serviceable Area:** 1395 SQF

| | | | |
|---|---|---|---|
| **Restroom Fixtures:** *Men* | **Toilets/Urinals:** 1 / | **Bathroom Sinks:** 1 |
| *Women* | **Toilets:** 1 | **Bathroom Sinks:** 1 |

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

**Signatures**

| | |
|---|---|
| Applicant (signature): Alexander Gamboa | Date: 1/6/23 |
| Applicant (printed): ALEXANDER GAMBOA | |
| Property Owner (signature): Sonny Aguilar | Date: 1/6/23 |
| Property Owner (printed): Sonny Aguilar | |

*The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

**STATE OF TEXAS**
**COUNTY OF MIDLAND**

Before me, the undersigned authority, on this day personally appeared_____who, being by me duly sworn, upon oath says: That (s)he is authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____

Subscribed and sworn to before me, this_____day of_____, 20 _, to certify which witness my hand and seal of office.

_____

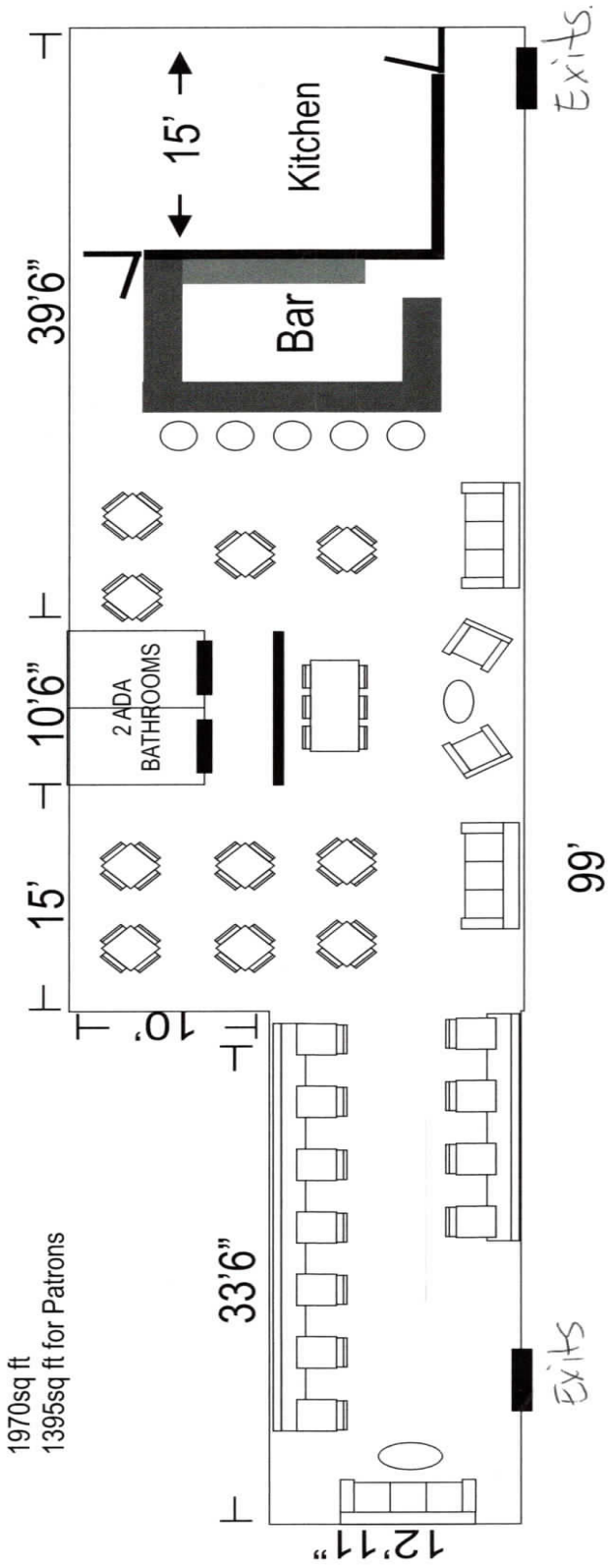
Notary Public

**FOR OFFICE USE ONLY**

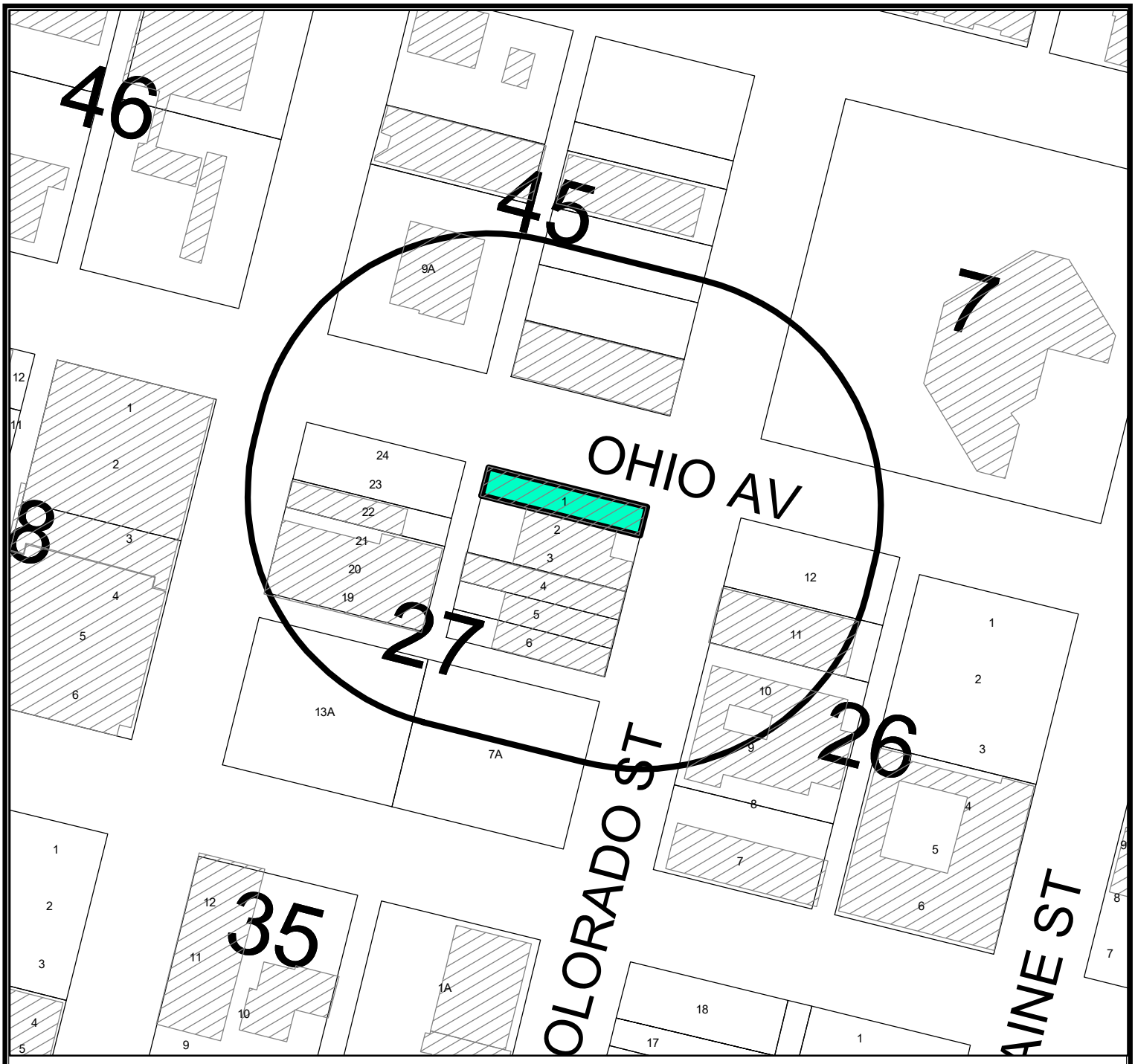
| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Floor Plan |
| ☑ Application Fee | ☑ Site Plan |
| Check # CC | ☑ Plans in Digital Format (PDF/JPEG) |
| Received By: CS | Date: JAN 06 2023 |

**Application will not be considered for scheduling until reviewed by a planner.**

JAN 0 6 2023


Exits
15'
Kitchen
Bar
39'6"
2 ADA BATHROOMS
10'6"
15'
99'
10'
33'6"
12'11"
Exits
1970sq ft
1395sq ft for Patrons


N COLORADO
Site Location
Proposed Parking
401
404
301
312
319
316
317
315
313
312
310
308




# LOCATION MAP

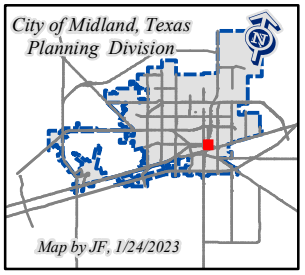
**SUD-23-0148** **Scale: 1" = 200'**

Consider a request by Alexander Gamboa for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a coffee shop & bar, on Lot 1, Block 27, Original Town, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of W. Ohio Avenue and N. Colorado Street. (Council District 2)

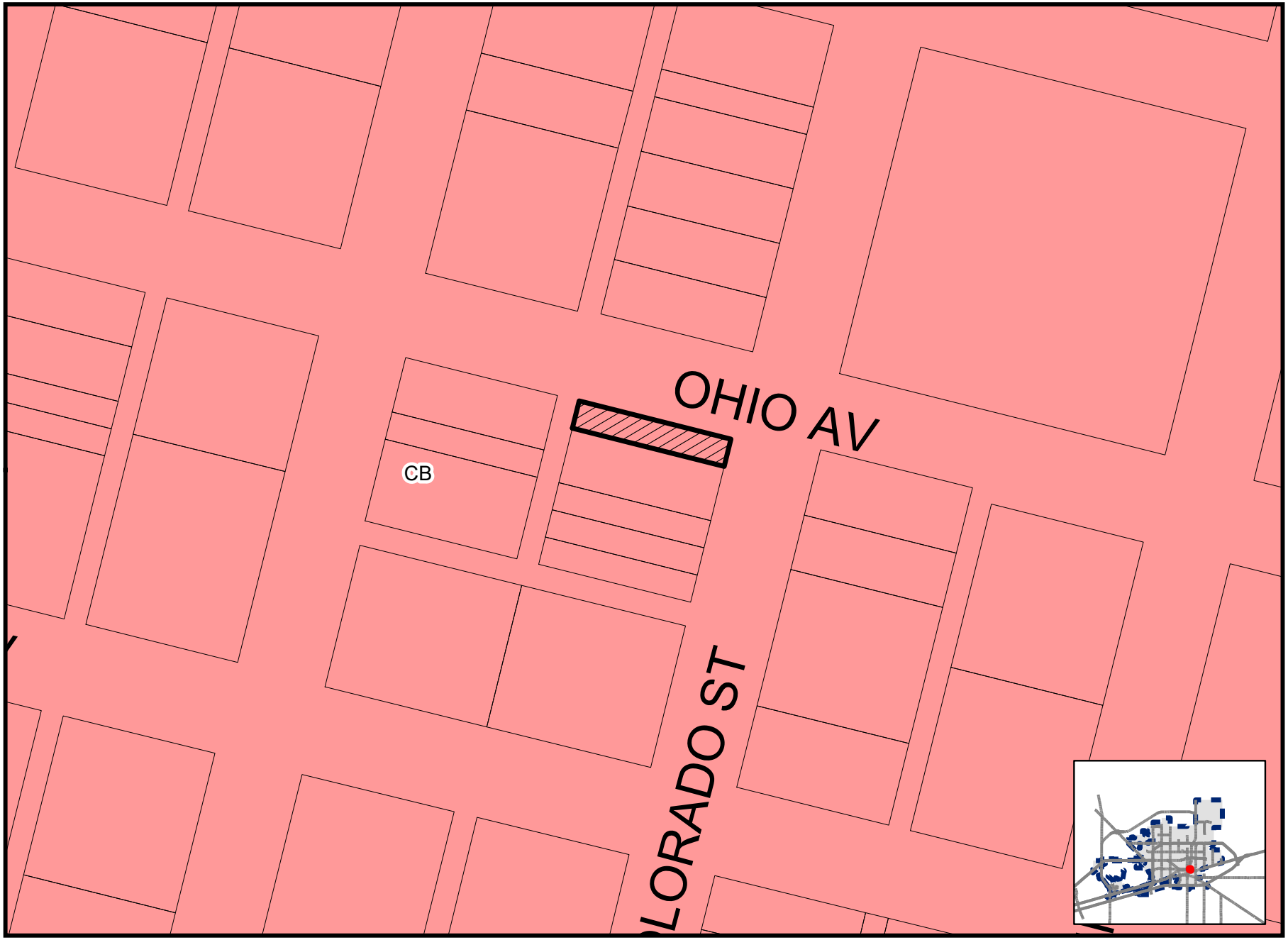
**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

March 28, 2023




*Map By JF, 1/24/2023*

**SUD-23-0148**

**Scale: 1" = 200'**

# ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS




STOP


ALLEY
CLOSED
ATM
ALLEY
CLOSED


OPEN

# City Council Meeting

**Item Number:** 38

**Meeting Date:** February 28, 2023, March 28, 2023

**To:** City Council / City Manager

**From:** Jeffrey Fisher, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Katelyn Carrasco, is requesting a Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant for Little Bohemian, located at 201 W. Wall Street, Suite 102.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the City.

**Current Zoning:**

CB, Central Business District

**Surrounding Zoning and Land Use:**

This property is located at 201 W. Wall Street, Suite 102, in the CB, Central Business District. The properties to the north, east, south, and west are also zoned CB, Central Business District, and the locations of Centennial Park, a hotel and office buildings, respectively.

**Analysis:**

Little Behemian is requesting Specific Use Designation with term for the property located at 2001 W. Wall Street, Suite 102, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned CB, Central Business District, which allows for the sale of all alcoholic beverages for on-premises consumption with a Specific Use Designation with Term. The location has an active Specific Use Designation (SUD) for a bar (Ordinance No. 10,157). There had been a change of ownership, and the new owner Katelyn Carrasco is requesting to amend the existing SUD for a new restaurant and hours of their business, the Little Bohemian.

Nearly, 188 feet west from the proposed establishment, Opal's Table and Cancun Grill, both have specific use permits with term for the sale of all alcoholic beverages for on-premises in restaurants (Ordinance No. 9622 and 9212). On July 10, 2018, City Council approved a Specific Use Permit with Term for a bar at this location (Ordinance No. 9781), but the establishment never opened.

The restaurant is currently under construction. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 1,988 square feet, with an alcohol serviceable area of 988 square feet.

The restaurant will have the following hours of operation:

**Monday through Saturday from 10:00 a.m. to 2:00 a.m. (Next Day)**

The applicant is proposing the following hours for all alcoholic beverages service:

**Monday through Saturday from 10:00 a.m. to 2:00 a.m. (Next Day)**

Per Midland City Code, Section 5-4-4 Prohibited Places of Business.

> *The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Engineering: (Approved)**

No objections

**Transportation: (Approved)**

No objection to zone change.

**Fire: (Approved)**

No objections

**Code Administration: (Approved)**

Space is sprinkled. The occupancy will be the same as before.

**Planning:**

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 7-Central District Plan, Goal 1, “Establish Downtown Midland as a regional destination” (Tall City Tomorrow page 137) as the Little Bohemian will be a destination where Midland residents can gather and socialize.

This request was recommended approval at the February 21, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to the following conditions A through G.

**Conditions:**

A. **That the serviceable area of the establishment shall be limited to approximately 988 - square feet, as shown in Exhibit A.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

**C. That the permitted hours of the sale of alcoholic beverages shall be limited to:**

***Monday through Saturday, from 10:00 a.m. to 2:00 a.m. (next day)***

**D. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.**

**E. That the establishment shall meet the requirements of the Fire Department and the Code Administration Division.**

**F. That in accordance with Section 9.07.E.3 of the zoning ordinance, the bar shall be in operation with 120 days from the final adoption date of the ordinance.**

**G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this permit are satisfied.**

**Letters of Objection:**

As of February 15, 2022, staff has not received any letters of objection.

**Attachments:**

Application
Floor Plan (Exhibit A)
Maps

Robert Patrick

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,988-square foot portion of Lots 1 and 2 and the east 23.5 feet of Lot 3, Block 65, Original Town, City and County of Midland, Texas (the "Property"), as set out hereinafter;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

**SECTION TWO.** That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 988 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

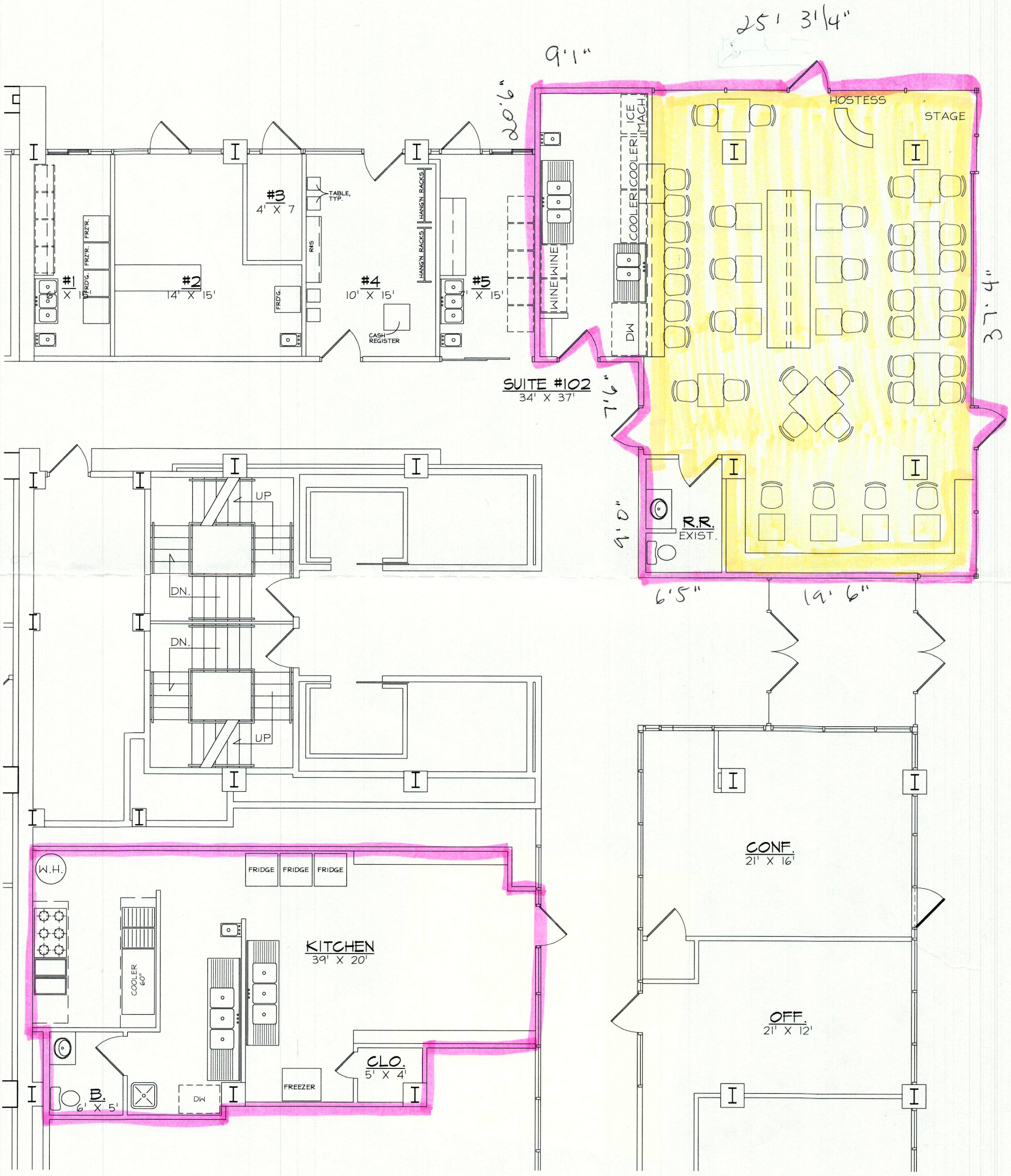
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

Alcohol Serviceable Area (yellow) = 988 sq.ft.
Total square footage (pink) = 1988 sq.ft.




A AS-BUILT FLOOR PLAN
1ST FLOOR N. T. S.

PREPARED BY:
DRAFTING & DESIGN

NEW BUILDING FOR:
WALL TOWERS EAST
1ST FLOOR - WALL STREET
MIDLAND TEXAS

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DATE:
JAN. 20, 2023
DWG2023/GaryGlasscock/WallTowers/WTWest-East-2023
JOB # JM23023

MIDLAND Planning Division

**Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption**

Project Number: SUD-23-0151

Case Number: _____

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Katelyn Carrasco | | Phone (210) 844-1483<br>Email Carrasco10932@gmail.com | |
| Address: 1801 N D St | City: Midland | State: TX | Zip: 79705 |
| **Property Owner**<br>Printed Name: Gary Glasscock | | Phone (432) 685-1980<br>Email gglasscock@yahoo.com | |
| Address: 203 W. Wall #1200 | City: Midland | State: TX | Zip: 79705 |
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: _____<br>Printed Name: | | Phone ( )<br>Email | |
| Address | City | State | Zip |

**Street Address:** 201 W. Wall st suite 102

**Business Name:** Little Bohemian

**Legal Description**
Lot: Block: Subdivision:

**Current Zoning:** Commercial

**Reason for Request:** Resturant

**Type of Business** *(restaurant, bar, lounge, nightclub, etc.)*: Resturant

**Proposed/Current Days and Hours of Operation:** Mon-Sat 10Am-2Am

**Proposed Days and Hours of Alcohol Service:** Mon-Sat 10Am-2Am

**Total Square Footage of Business:**

**Square Footage of Alcohol Serviceable Area:**

| | | | |
|---|---|---|---|
| **Restroom Fixtures:** | *Men* | **Toilets/Urinals:** 1 / | **Bathroom Sinks:** 1 |
| | *Women* | **Toilets:** 1 | **Bathroom Sinks:** 1 |

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

**Signatures**

| | |
|---|---|
| Applicant (signature): Katelyn Carrasco | Date: 1-23-23 |
| Applicant (printed): Katelyn Carrasco | |
| Property Owner (signature): | Date: 1-23-23 |
| Property Owner (printed): Gary M. Glasscock, PRESIDENT | |

*The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

**STATE OF TEXAS**
**COUNTY OF MIDLAND**

Before me, the undersigned authority, on this day personally appeared Katelyn Carrasco who, being by me duly sworn, upon oath says: That (s)he is authorized by Gary Glasscock, 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. Katelyn Carrasco

Subscribed and sworn to before me, this 23rd day of Jan, 2023, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

Dalia Salinas
Notary Public

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Floor Plan |
| ☑ Application Fee | ☐ Site Plan N/A |
| Check # 179 | ☑ Plans in Digital Format (PDF/JPEG) |
| Received By: Jeff Fisher | Date: 1/23/2023 |

****Application will not be considered for scheduling until reviewed by a planner.****



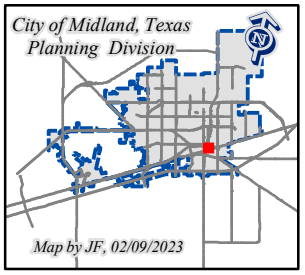

# LOCATION MAP

**SUD-23-0151** **Scale: 1" = 200'**

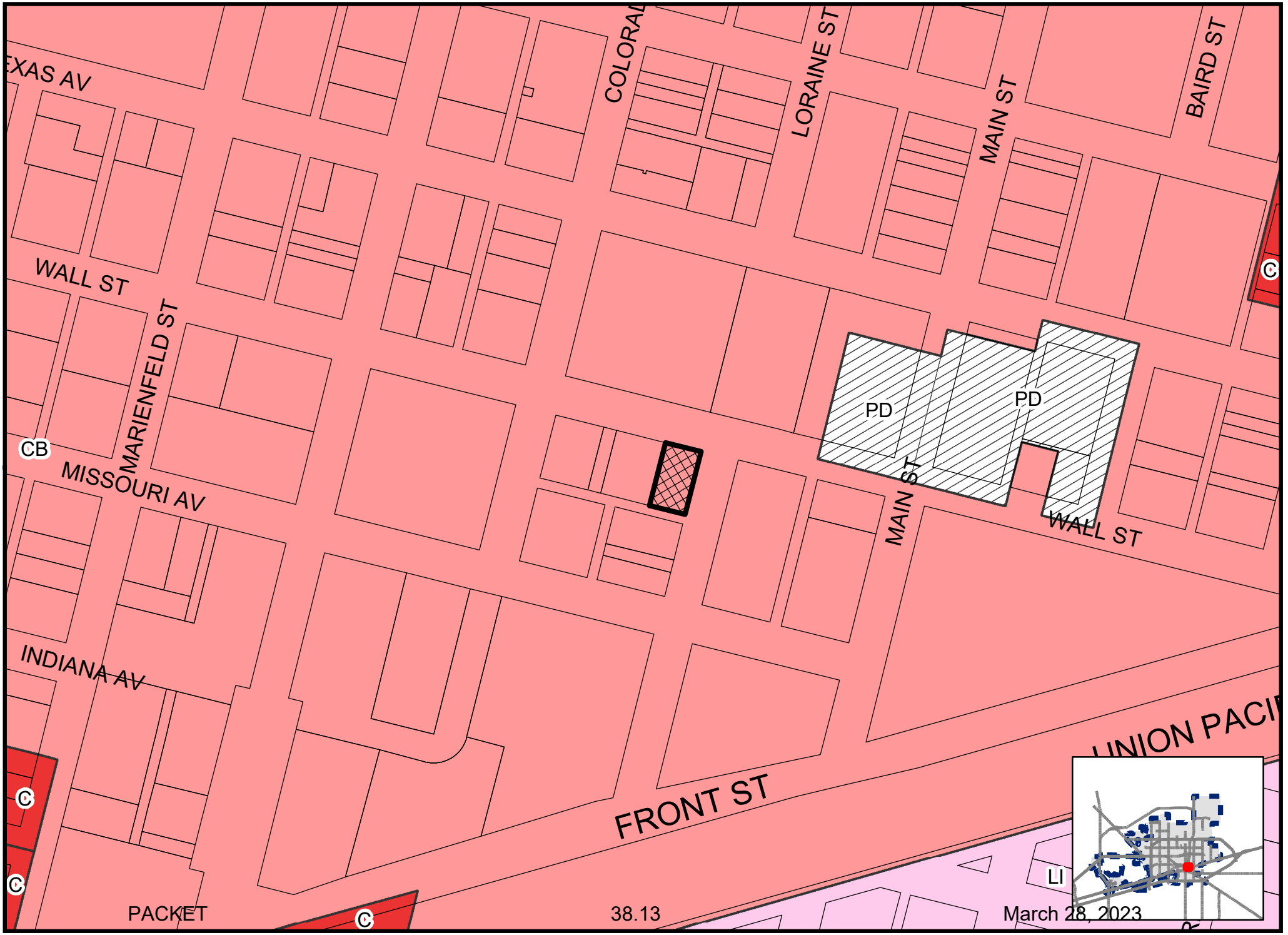
Consider a Specific Use Designation with Term for the sale of alcoholic beverages for on premises consumption in a restaurant, on a 1,988-square foot portion of Lots 1 and 2 and the east 23.5 feet of Lot 3, Block 65, Midland County, Texas. (Generally located on the southwest corner of the intersection of W. Wall Street and S. Loraine Street. Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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*Map By JF, 2/9/2023*

**SUD-23-0151**

**Scale: 1" = 200'**

# ZONING MAP

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Alcohol Serviceable Area (yellow) = 988 sq.ft.
Total square footage (pink) = 1988 sq.ft.

# City Council Meeting

**Item Number:** 39

**Meeting Date:** February 28, 2023, March 28, 2023

**To:** City Council / City Manager

**From:** Kelly Martinez, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Lee Sanchez, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a cocktail lounge located in the basement of 303 W. Wall Street.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the City.

**Current Zoning:**

CB, Central Business District

**Discussion:**

SIP Haus has an active Specific Use Designation (SUD) for a cocktail lounge (Ordinance No. 10237). They are requesting to amend the existing SUD for the expansion of their business. The current square footage of their business is 1,081 square feet. They are increasing the square footage to 2,781 square feet. Additionally, the alcohol serviceable area will increase from 850 square feet to 2,242 square feet.

Additionally, the new proposed hours of operation and alcohol service hours are:

**Monday through Sunday from 10:00 a.m. to 2:00 a.m.**

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

*The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no schools or churches within 300 feet of the property.

**Engineering: (Approved)**

No objections.

**Fire: (Approved)**

No objections. All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

**Transportation: (Approved)**

No objection to zone change.

**Code Administration: (Approved)**

The SUD for the Sip Haus is acceptable. The property must adhere to the maximum occupant load of 149 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

**Planning:**

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-

Character Plan Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) SIP Haus will continue to create a vibrant atmosphere where residents can socialize and enjoy a few drinks.

This request was recommended approval at the February 6, 2023, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a cocktail lounge, subject to Condition A through E.

**Conditions:**

A. **That the alcohol serviceable area of the cocktail lounge shall be limited to approximately 2,242 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

***Monday through Sunday from 10:00 a.m. to 2:00 a.m.***

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

**Letters of Objection:**

As of February 15, 2023, staff has not received any letters of objections.

**Attachments:**

Application
Floor Plan (Exhibit A)
Maps

Monroe William Jr.

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,781-square foot portion of Block 64, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a cocktail lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

**SECTION TWO.** That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,242 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

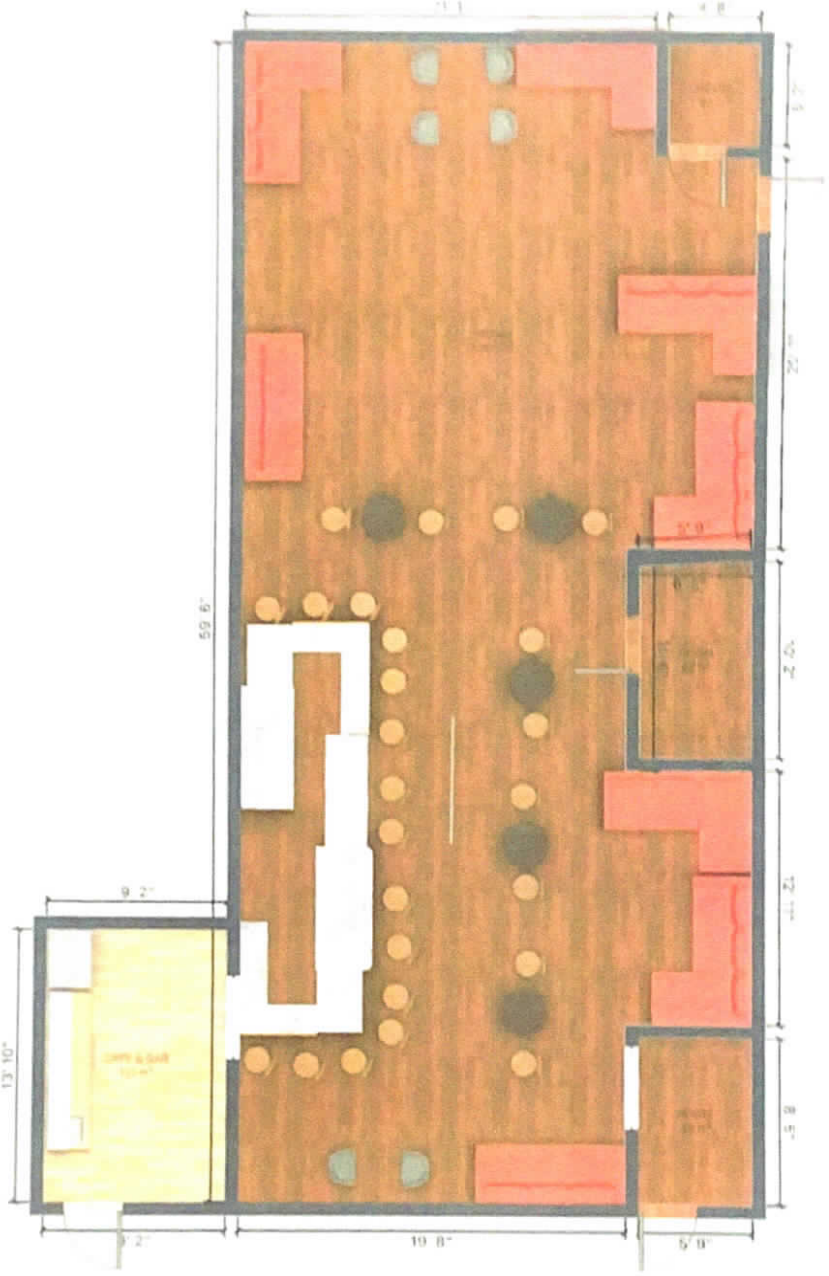
_____
John Ohnemiller, City Attorney

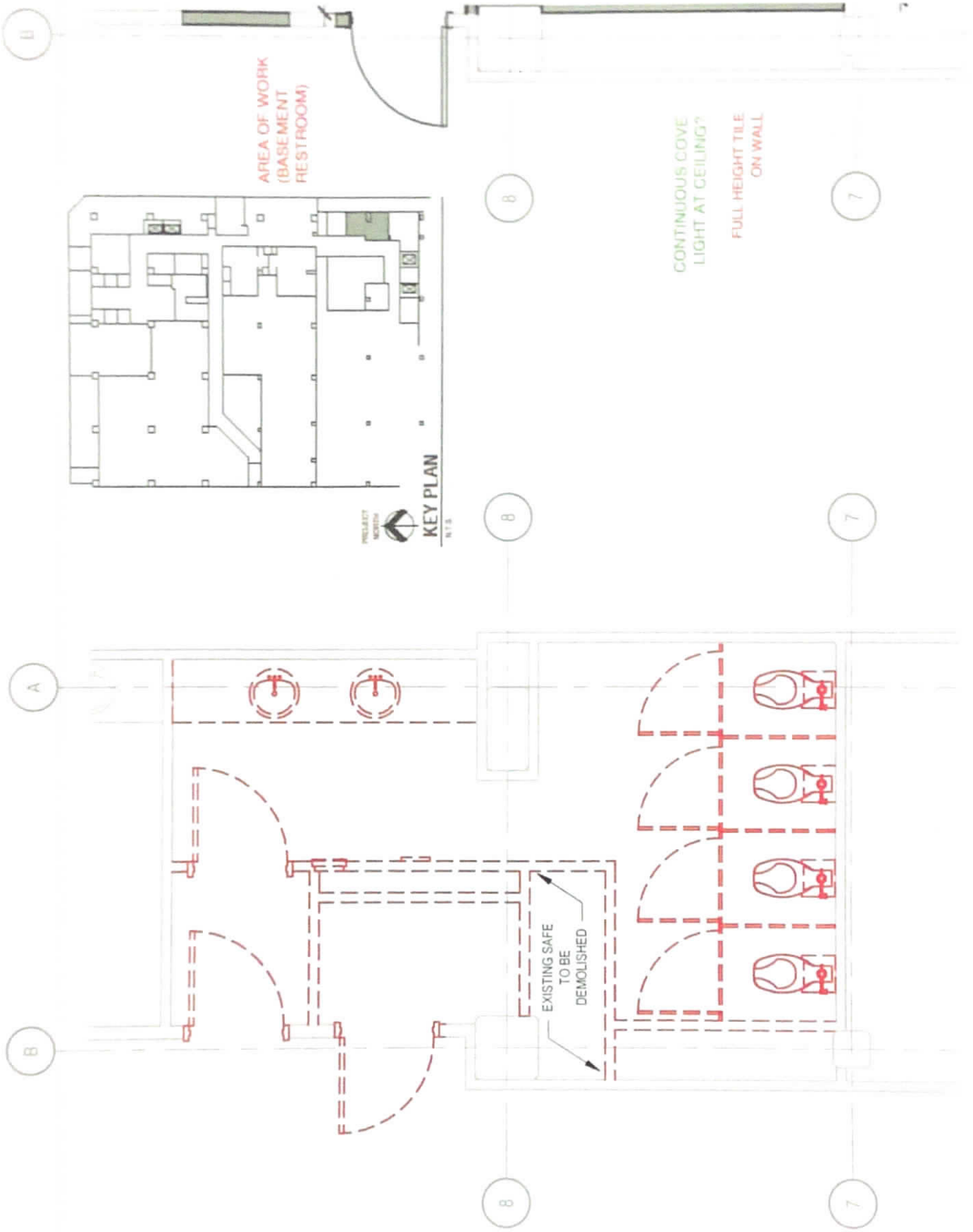
# EXHIBIT "A"

Current space in blue
Proposed space in yellow




BOA LL | BANK OF AMERICA LOWER LEVEL PLAN SCALE: 1/8" = 1'-0" | 14107 | BOA MIDLAND AQUISITION | EDMONDS International USA


59' 6"
9' 2"
13' 10"
19' 8"
5' 9"




Restroom layout

MIDLAND Planning Division

**Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption**

Project Number SUD-23-0149

Case Number _____

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name Lee Sanchez | | Phone (432) 853 5659<br>Email lee@sculpt-haus.com | |
| Address 5105 King Richards Row | City Midland | State TX | Zip 79707 |
| **Property Owner**<br>Printed Name: Franklin Martin Permian III lp Jamie Gallagher | | Phone (915) 564-7087<br>Email Jgallagher@FMMEP.com | |
| Address 201 E Main St 1615 | City el paso | State TX | Zip 79901 |
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: _____<br>Printed Name: | | Phone ( )<br>Email | |
| Address | City | State | Zip |

**Street Address:** 303 W Wall St bSmt Midland tx 79701

**Business Name:** Sip Haus LLC

**Legal Description**
Lot: 13-18 Block: 64 Subdivision:

**Current Zoning:** Commercial

**Reason for Request:** cocktail lounge/ TABC licensure

**Type of Business** *(restaurant, bar, lounge, nightclub, etc.)*: cocktail lounge/restaurant

**Proposed/Current Days and Hours of Operation:** Monday-Sunday 10:00am - 2:00am

**Proposed Days and Hours of Alcohol Service:** Monday-Sunday 10:00am - 2:00am

**Total Square Footage of Business:** 2781 (1081 current)

**Square Footage of Alcohol Serviceable Area:** 2242 (850 current)

| | | | |
|---|---|---|---|
| **Restroom Fixtures:** *Men* | **Toilets/Urinals:** 1 / 0 | **Bathroom Sinks:** 1 |
| *Women* | **Toilets:** 3 | **Bathroom Sinks:** 2 |

RECEIVED
JAN 12 2023
BY: .....

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee -- Payable to the 'City of Midland'
- Dimensioned Floor Plan showing
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

**Signatures**

| | |
|---|---|
| Applicant (signature) | Date |
| Applicant (printed) Lee Sanchez | |
| Property Owner (signature) | Date 1/11/2023 |
| Property Owner (printed) Jamie Gallagher | |

*The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application or displayed during a public hearing, shall remain the property of the City of Midland.*

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~~ El Paso

Before me, the undersigned authority, on this day personally appeared Jamie Gallagher who, being by me duly sworn, upon oath says: That (s)he is authorized by Franklin Mountain Permian II, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 11th day of January, 20 23 to certify which witness my hand and seal of office.

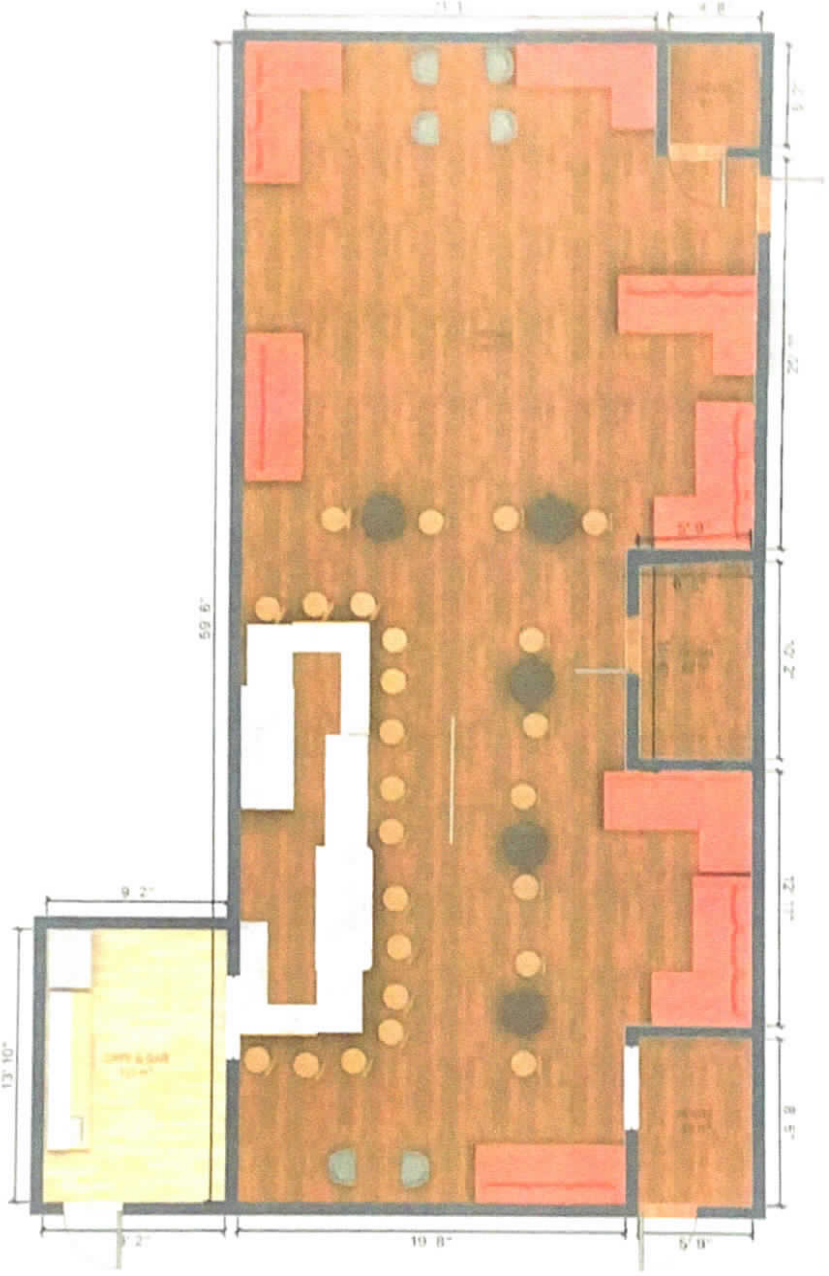
VERONICA SILERIO
Notary Public, State of Texas
My Commission Expires
May 27, 2025
NOTARY ID 13312580-2

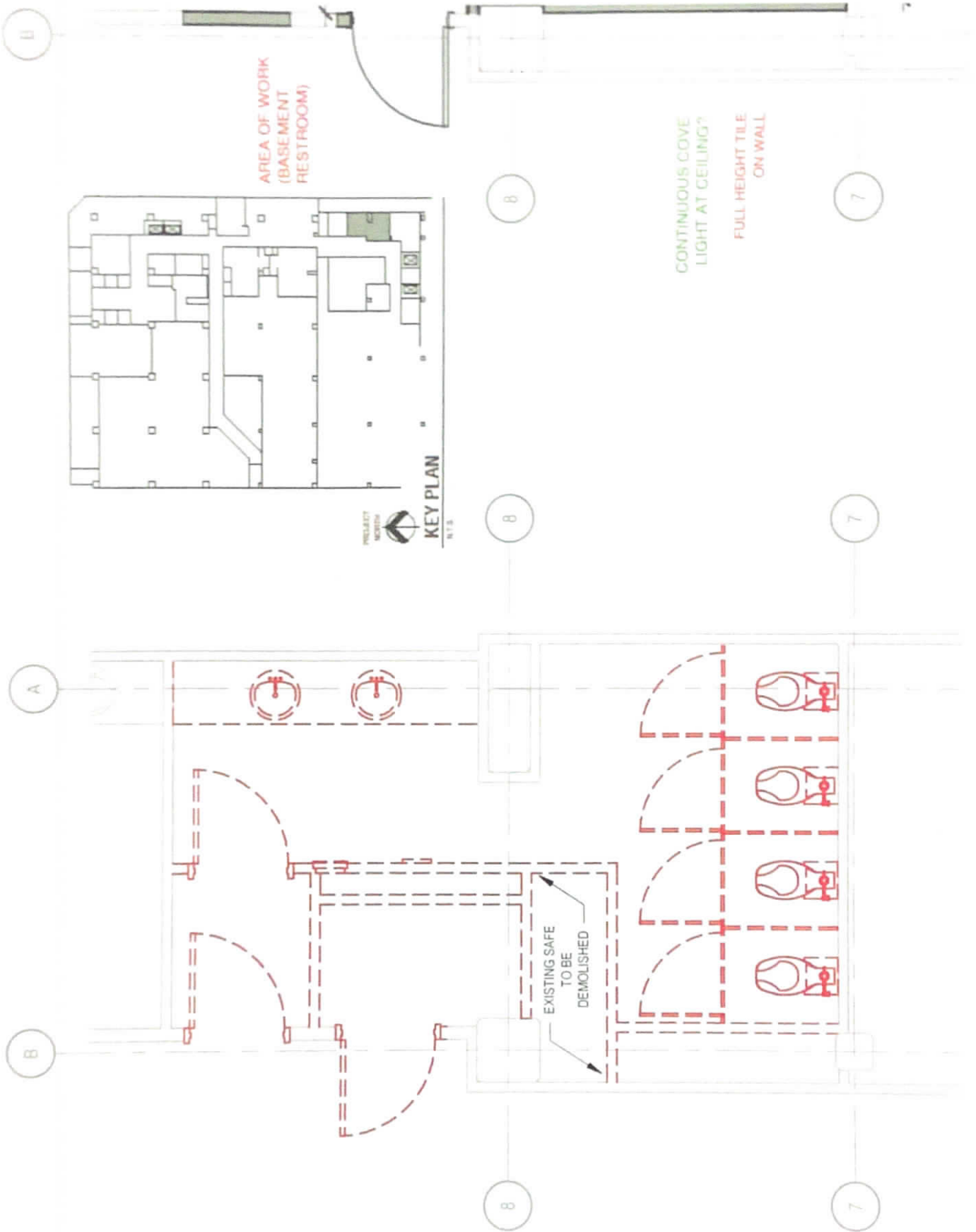
NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, TEXAS
El Paso

Current space in blue
Proposed space in yellow

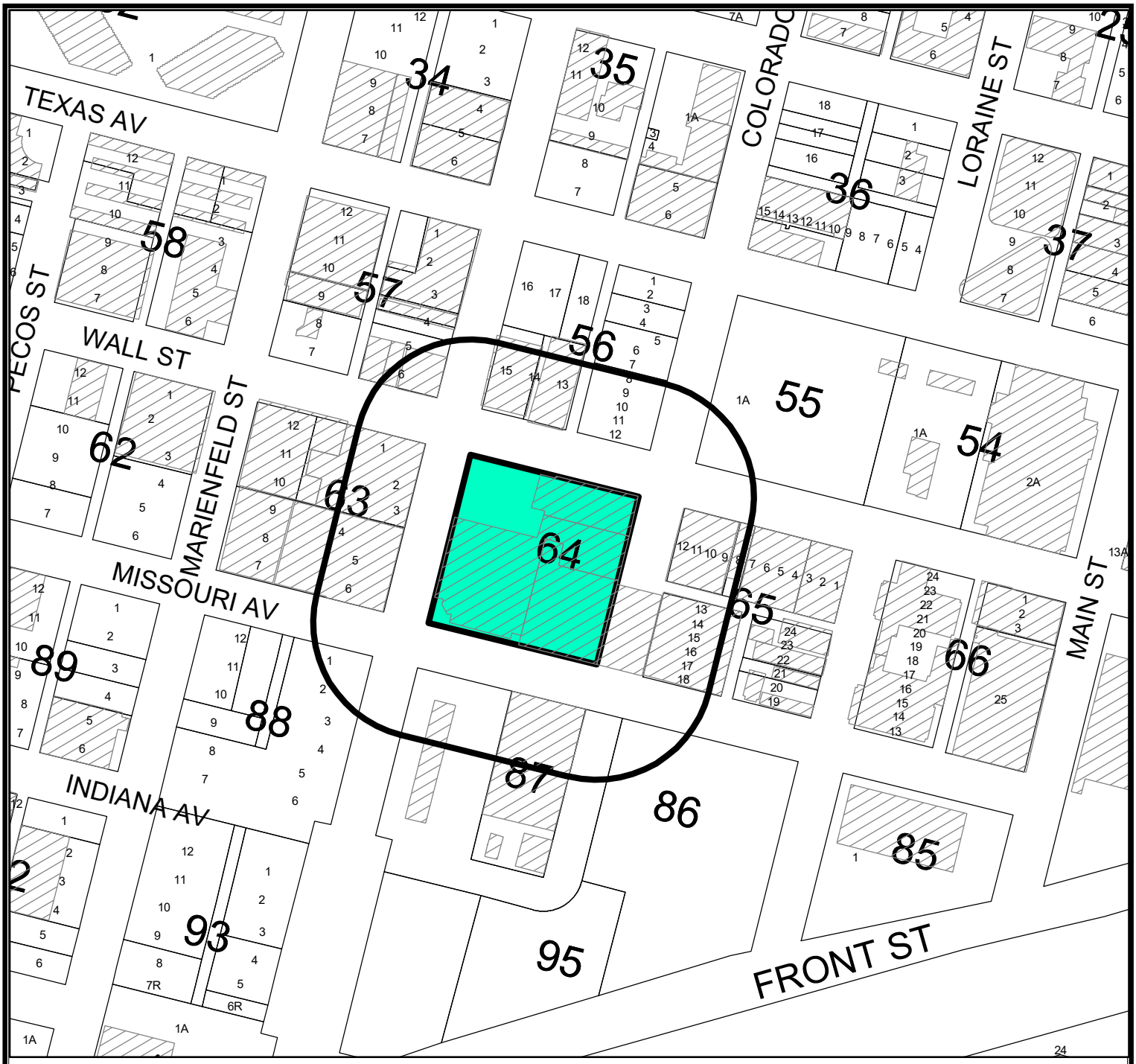



BOA LL | BANK OF AMERICA LOWER LEVEL PLAN SCALE: 1/8" = 1'-0" | 14.07 | BOA MIDLAND AQUISITION | EDMONDS International USA


59' 6"
9' 2"
13' 10"
19' 8"
5' 9"




Restroom layout




# LOCATION MAP

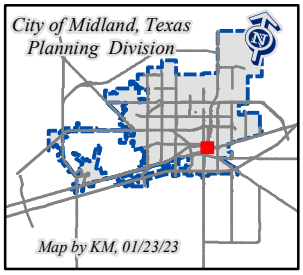
**SUD-23-0149** **Scale: 1" = 200'**

Consider a request by Lee Sanchez for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a cocktail lounge, on a 2,781 square foot portion of Block 64, Original Town, City and County of Midland, Texas.

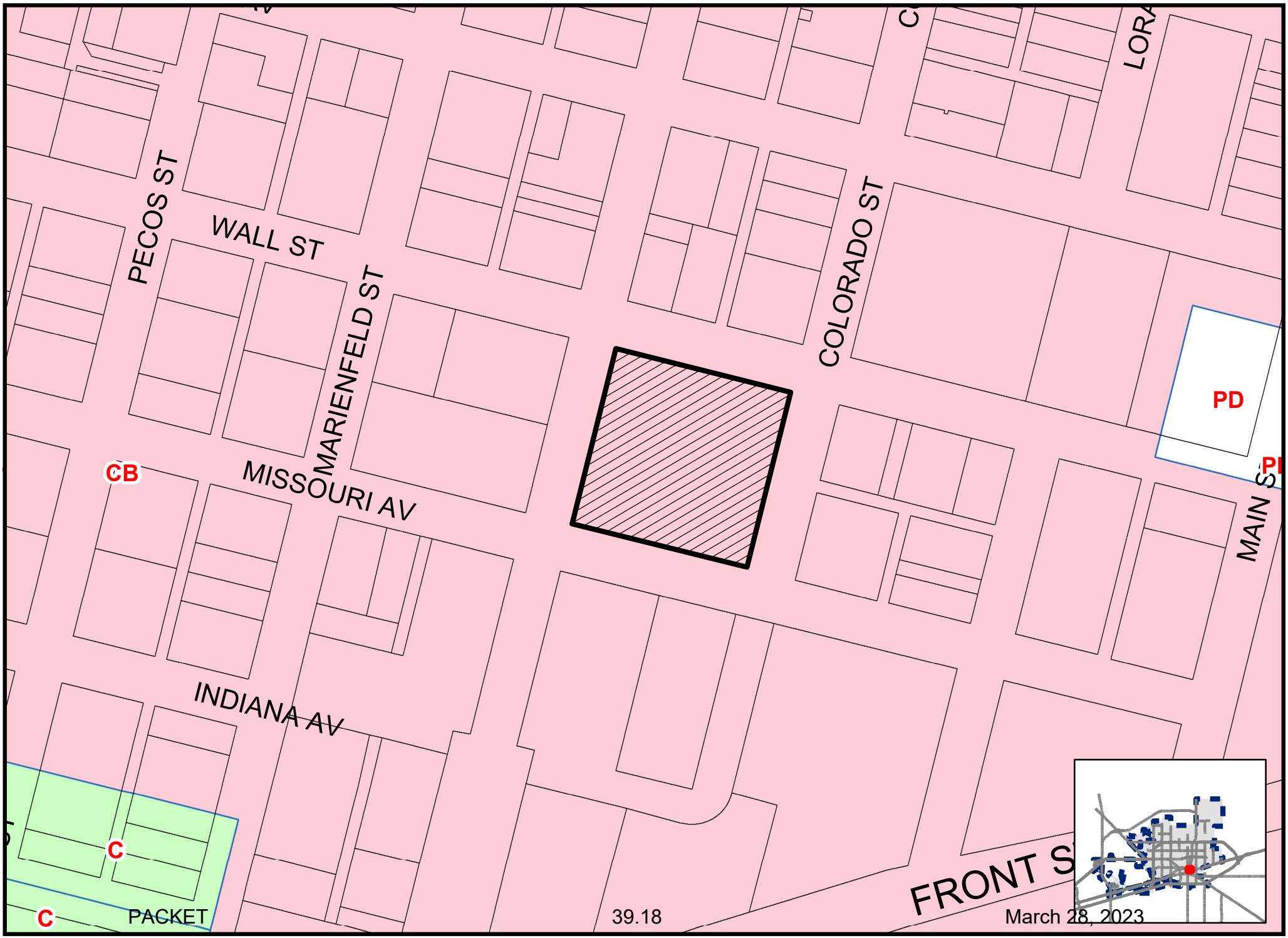
Generally located on the southwest corner of W. Wall Street and S. Colorado Street. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By KM, 08/03/2021*

**SUD-21-0112**

**Scale: 1" = 200'**

# ZONING MAP

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COLORADO ST
CENTENNIAL PARK


MIDLAND
CHAMBER
OF COMMERCE
303 WEST WALL



# City Council Meeting

**Item Number:** 40

**Meeting Date:** February 28, 2023

**To:** City Council / City Manager

**From:** Kelly Martinez, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Jorge Chavez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3 Single-Family Dwelling District at 210 North Madison Street, to construct a single-family residence.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This request does not require any City funds.

**Current Zoning:**

MF-22, Multiple-Family Dwelling District

**Surrounding Zoning and Land Use:**

The properties to the north, east, south, and west are also zoned MF-22, Multiple-Family Dwelling District and the location of vacant land and single-family residences.

**Analysis:**

The property is located at 210 N. Madison Street and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is MF-22, Multiple-Family Dwelling District, which allows for multi-family development. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the MF-22, Multiple-Family Dwelling District. The closest residential zoning near this property is SF-3, Single Family-Dwelling District which is located 125-feet southeast of this property.

Furthermore, the property does not meet the minimum lot size requirements for the SF-3, Single Family Dwelling District, however; a special exception for the minimum lot dimensions was approved by the City Council on January 24, 2023.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections

**Building: (Approved)**

No issues. A demolition permit will be required for the removal of existing structure. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

**Engineering: (Approved)**

No objection.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential

structures. An elevation certificate based off finish construction will be required for the Certificate of Occupancy.

**Oil and Gas: (Approved)**

No Oil and Gas Issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

**Planning: (Approved)**

This request follows the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Residential Medium, a classification which calls for a mix of housing types. As the surrounding lots consist of vacant lots and residences, this zone change will follow the existing characteristics of the surrounding neighborhood and provide additional housing for residents of the City of Midland.

This request was recommended for approval at the February 6, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

**Condition:**

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

**Letters of Objection:**

Staff has not received any letters of objection as of February 15, 2023.

**Attachments:**

Application
Aerial Map
Maps

Morris Williams Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS 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, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 12, Block 21, Moody Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-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 the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-22-0313

Case Number:

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez | | Phone (432) 889-7005 Email fierce_chavez@mail.com | |
| Address 6 12th E Penbrooke | City Mid | State TX | Zip 79701 |
| **Property Owner** Printed Name: Same ↑ | | Phone ( ) Email | |
| Address | City | State | Zip |
| **Representative** *(if different from Applicant or Property Owner)* Firm: Printed Name: N/A | | Phone ( ) Email | |
| Address | City | State | Zip |

**Street Address:** 210 N. Madison.

**Legal Description**
Lot: 12 Block: 21 Subdivision: Moody Addition

**Current Zoning:** MF 22

**Proposed Zone:** SF2
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:** Change to Single Family home

**Present Use of Property:** Vacant

**Proposed Use of Property:** Single family Home

**How would this zone change affect the public health, safety and welfare?**

**Describe how conditions affecting the property have changed since present zoning designation:**

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): Jorge Chavez | Date: 11-09-2022 |
| Applicant (printed): Jorge Chavez | |
| Property Owner (signature): Jorge Chavez | Date: 11-09-2022 |
| Property Owner (printed) : | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

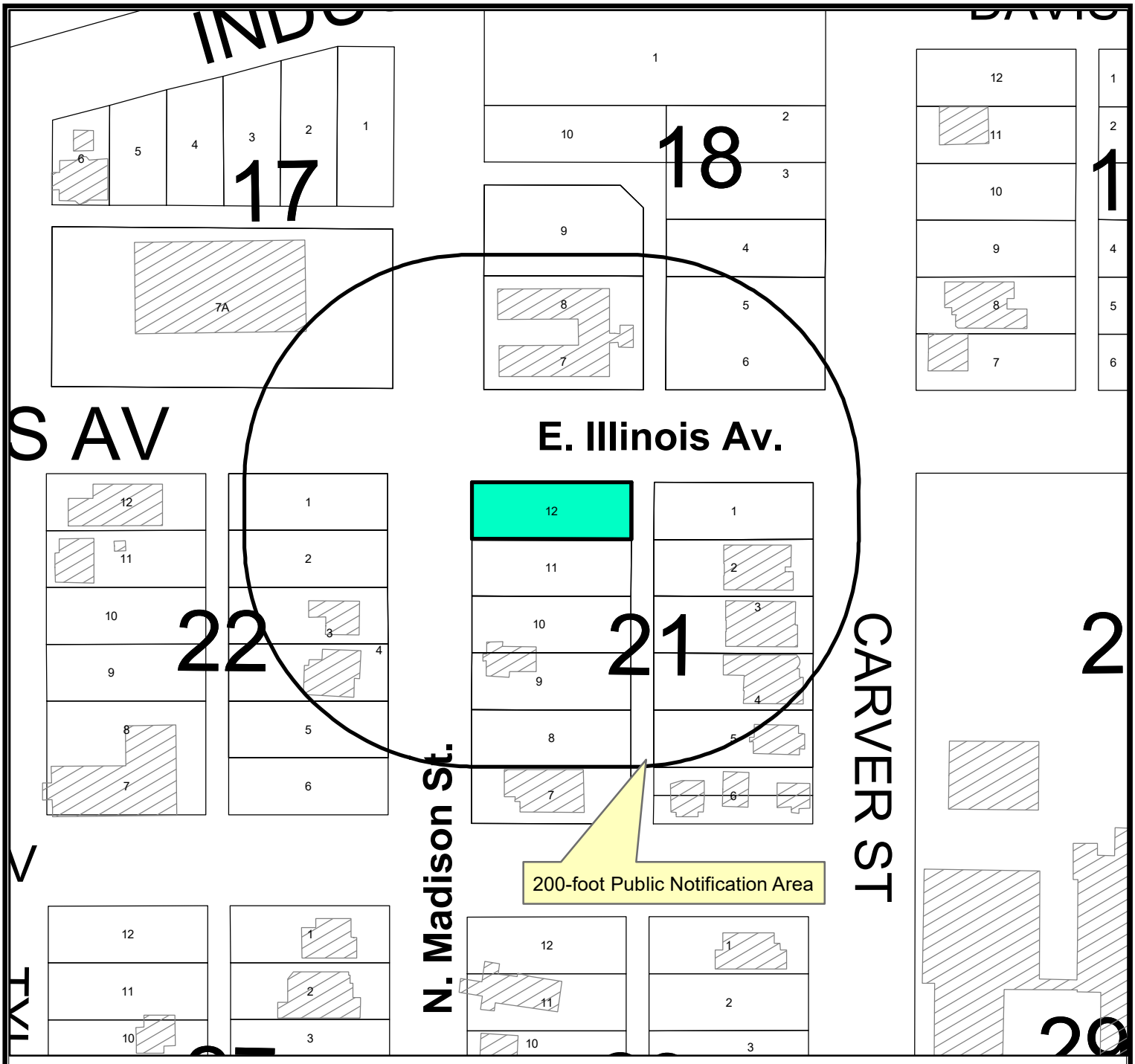
**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☐ Plans in Digital Format (PDF/JPEG) |
| Check # 1528 | |
| Received By: | Date: |

RECEIVED
NOV 14 2022
BY:

****Application will not be considered for scheduling until reviewed by a planner.****


210 N MADISON ST, 210 210 N
Show search results for 210 N MADIS...
301
LR
10
6
E. ILLINOIS
MF22
140'
50'
211
209
208
207
206
SF3
N MADISON
207
204
205
202
203
200
40ft




# LOCATION MAP

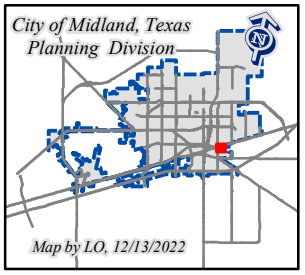
**Z-22-0313** **Scale: 1" = 200'**

Consider a request by Jorge Chavez for a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 12, Block 21, Moody Addition, City and County of Midland, Texas.

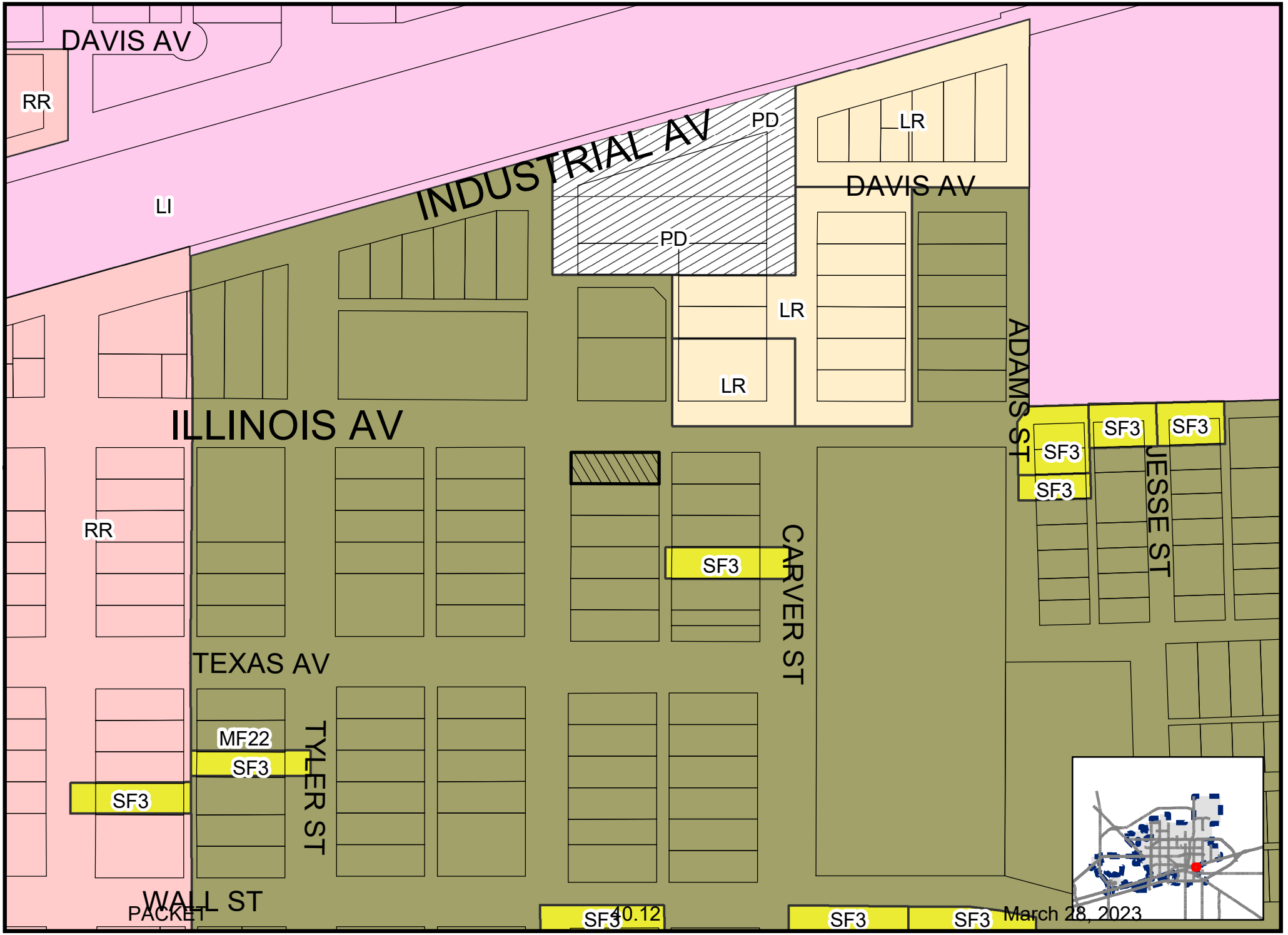
Generally located on the southeast corner of the intersection of N. Madison St. and E. Illinois Av. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By KM, 01/23/23*

**Z-22-0313**

**Scale: 1" = 2,287'**

# ZONING MAP

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# City Council Meeting

**Item Number:** 41

**Meeting Date:** February 28, 2023, March 28, 2023

**To:** City Council / City Manager

**From:** Kelly Martinez, Senior Planner

**Subject:** AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Martin, is requesting a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback at 712 E. New York.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request

**Current Zoning:**

SF-3, Single-Family Dwelling District

**Discussion:**

The property is located at 712 E. New York and the location of a single-family residence. The applicant is proposing to add a new addition to the rear end of his house. The existing home is a nonconforming structure that sits about 4.125 feet away from the rear property line. The new addition will be located on the southwest portion of the home as shown in Exhibit A and have a rear yard setback of 4.125 feet. The property owner plans to demo the existing wall and extend the home south about 7.5 feet to match with the existing wall. Per our zoning ordinance, a 10-ft setback is required for the rear year setback where no alley adjoins the rear lot line.

However, this home is peculiar because it has always lacked a kitchen since it was built back in the 1940's. Therefore, the homeowner wants to build a kitchen and a dining area to elevate his home. The new addition will be about 195 square feet.

This request has been circulated and reviewed by all pertinent City departments and their comments, conditions, and requests are as follows:

**Engineering: (Approved)**

No objections.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Fire: (Approved)**

No comments.

**Code Administration: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Oil and Gas (Approved)**

No oil and gas issues for 712 E. New York.

**Planning:**

This request does not meet the standards as outline in our zoning ordinance. However, this property was built in a peculiar way many years ago making this residence a legal nonconforming structure. The new addition will improve the living conditions for the property owner. Furthermore, this will not hinder any of the adjoining property owners because the property is surrounded by a park. Therefore, staff recommends approval of this request for a Special Exception to the City of Midland Zoning Ordinance Section 5.04, Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback.

The property shall be subject to the following conditions A and B.

**Condition:**

A. **That at the minimum rear yard setback shall be 4.125 feet.**

B. **The property shall significantly conform to conditions as shown on the site plan attached hereto as Exhibit "A " and incorporated herein for all purposes.**

**Letters of Objection:**

As of February 15, 2023, staff has not received any letters of objection to this request.

**Attachments:**

Site Plan (Exhibit A)
Applications
Maps

Morris Williams Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION**

**WHEREAS**, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

**WHEREAS,** Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

**WHEREAS,** the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

**WHEREAS,** the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

**WHEREAS**, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That a special exception is hereby granted for the property described as Lot 1, Block 140, Southern Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum rear yard setback.

**SECTION TWO.** Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be 4.125 feet.

B. That the Property shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

**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 file this ordinance with the Office of the County Clerk for purposes of recordation.

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

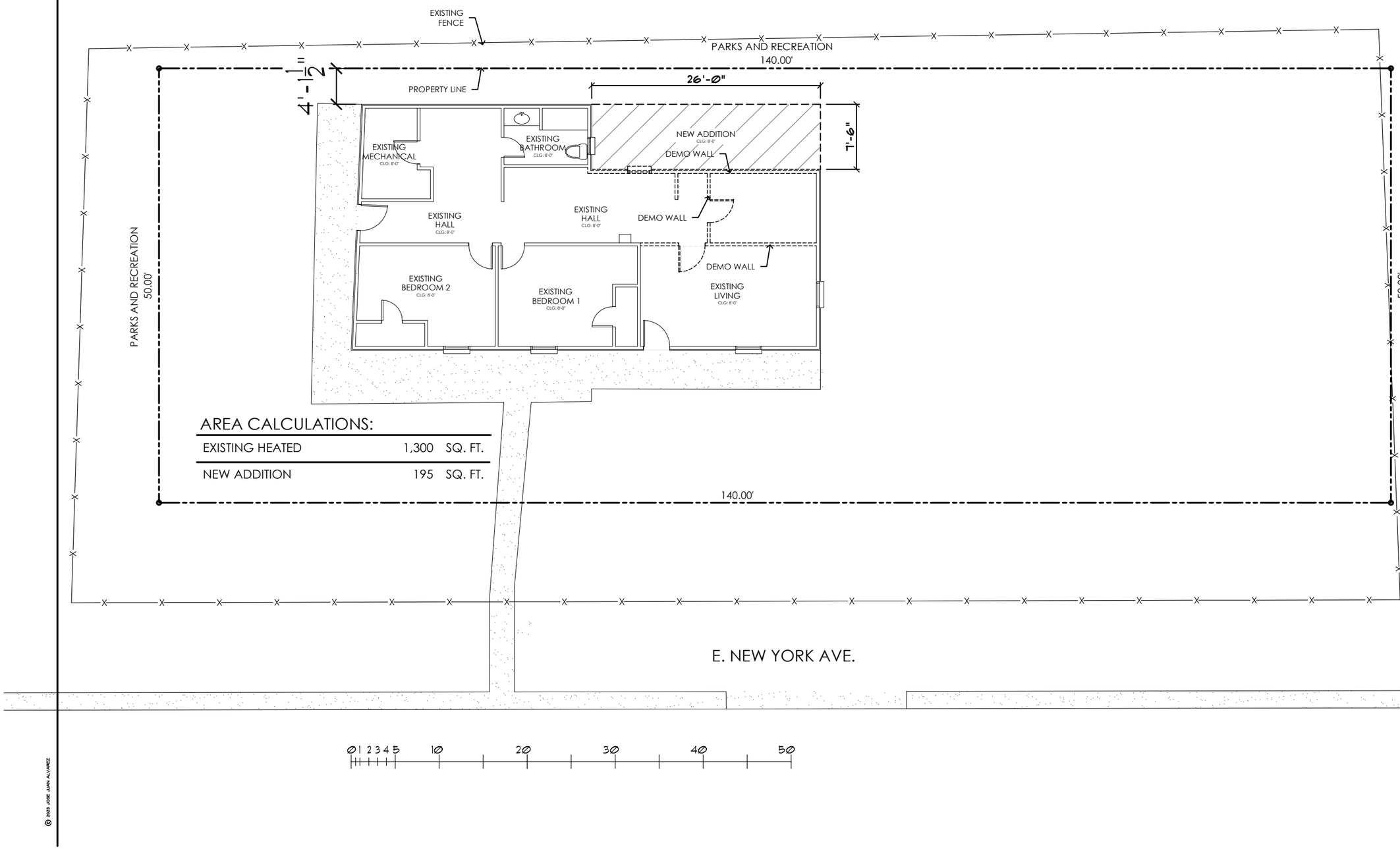
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"




## AREA CALCULATIONS:

| | | |
|---|---|---|
| EXISTING HEATED | 1,300 | SQ. FT. |
| NEW ADDITION | 195 | SQ. FT. |

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MARTIN DIAZ
(432)853-2507

DESIGN BY:
Jose Juan Alvarez
alvarez.uaw@gmail.com
432.599.0794

BUILDER:

712 E. NEW YORK AV.
SOUTHERN ADDN. BLK 140, LOT 1
MIDLAND, TEXAS

DATE ISSUED
2/8/2023

SHEET NUMBER
A1
1 OF 1 SHEETS
JOB NO. 2132

MIDLAND
Planning Division

**Special Exception Application**

Project Number: E-23-0092

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* (Spanish only) | | | Phone (432) 853-2507 Email |
|---|---|---|---|
| Printed Name: Martin Diaz | | | |
| Address 2606 Roosevelt | City Midland | State TX | Zip 79701 |

| **Property Owner** | | | Phone ( ) Email |
|---|---|---|---|
| Printed Name: "SAME AS ABOVE" | | | |
| Address | City | State | Zip |

| **Representative** *(if different from Applicant or Property Owner)* | | | Phone (432) 770-5004 Email |
|---|---|---|---|
| Firm: _____ Printed Name: Andrea (daughter). | | | |
| Address | City | State | Zip |

**Street Address:** 712 E. New York Ave

**Legal Description**
Lot: 1 Block: 14 Subdivision: Southern Addition

**Current Zoning:**

**This property qualifies as an exception to the City Code because:**

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

**Reason for Request:** Adding on to the back of the house.

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

| Signatures | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): | Date: 1-24-23 |
| Property Owner (printed) : | |

*The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

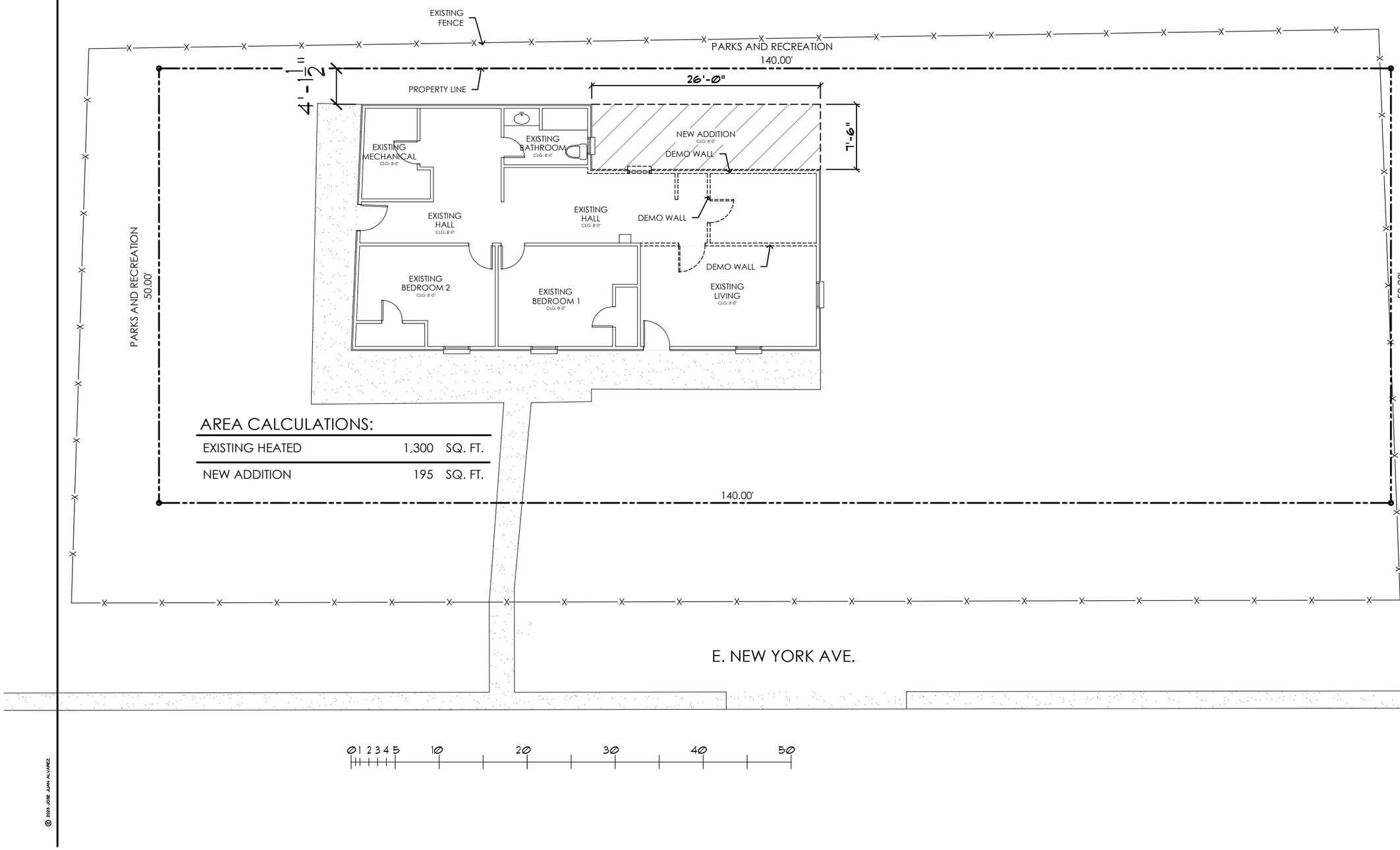
**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☑ Plans in Digital Format (PDF/JPEG) |
| Check # Cash | |

| Received By: | Date: |
|---|---|

RECEIVED
JAN 24 2023
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****




## AREA CALCULATIONS:

| | | |
|---|---|---|
| EXISTING HEATED | 1,300 | SQ. FT. |
| NEW ADDITION | 195 | SQ. FT. |

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EXISTING ALLEY

BUILDER:
MARTIN DIAZ
(432)853-2507

DESIGN BY:
Jose Juan Alvarez
alvarez.uaw@gmail.com
432.599.0794

# 712 E. NEW YORK AV.

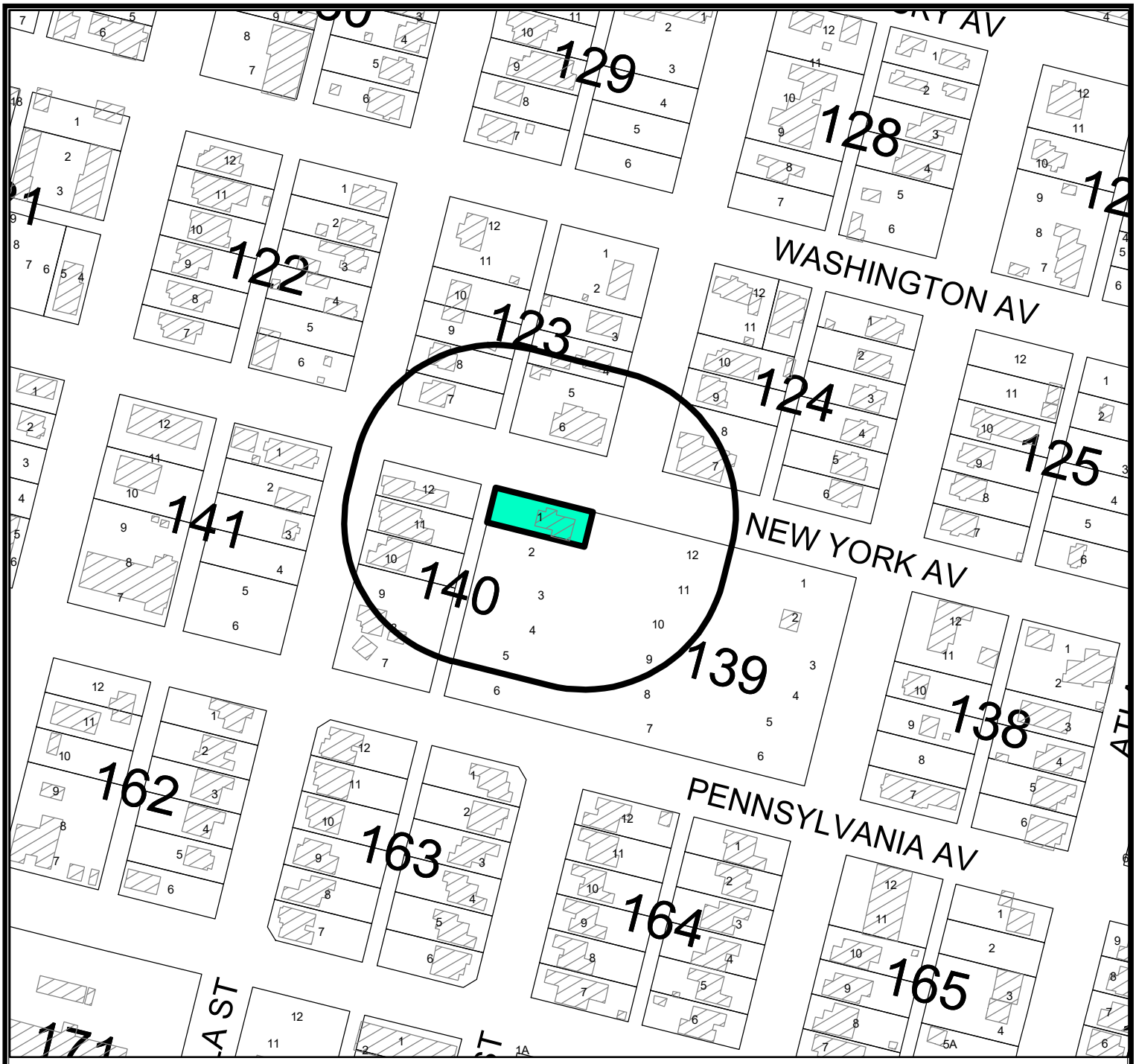
SOUTHERN ADDN. BLK 140, LOT 1

MIDLAND, TEXAS

DATE ISSUED
2/8/2023

SHEET NUMBER
A1

1 OF 1 SHEETS
JOB NO. 2132




# LOCATION MAP

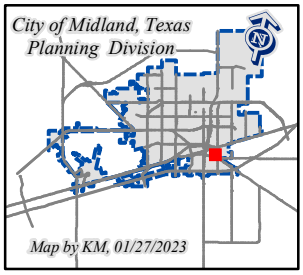
**E-23-0092** **Scale: 1" = 200'**

Consider a request by Martin Diaz for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback on Lot 1, Block 140, Southern Addition, City and County of Midland, Texas.

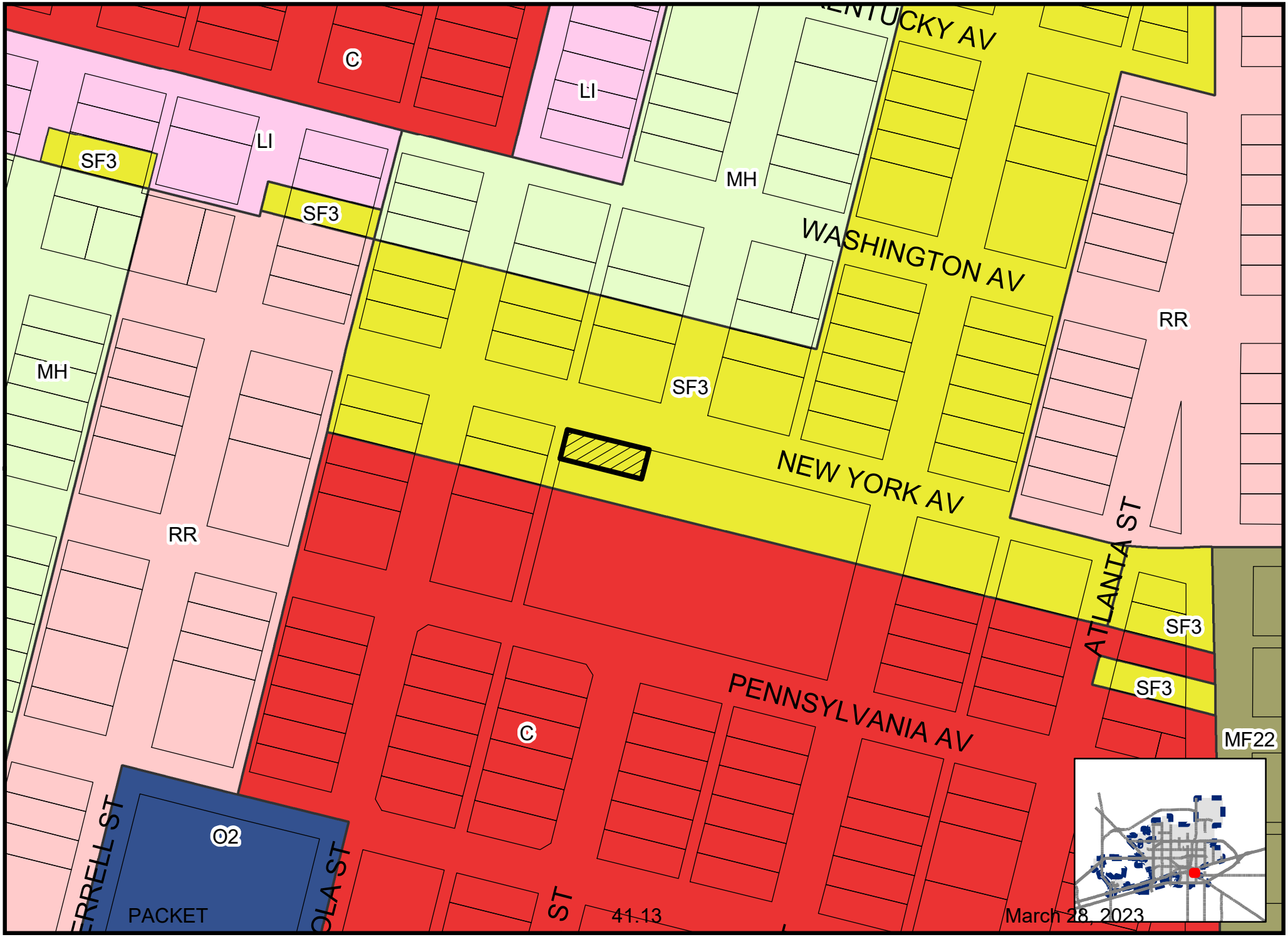
Generally located on the south side of E. New York Avenue, approximately 200 feet east of S. Mineola Street (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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*Map By KM, 01/27/2023*

**E-23-0092**

**Scale: 1" = 200'**

# ZONING MAP

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# City Council Meeting

**Item Number:** 42

**Meeting Date:** February 28, 2023, March 28, 2023

**To:** City Council / City Manager

**From:** James Reber, Planner

**Subject:** AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1, COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Mark Elliott, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart*, granting a reduced minimum lot area and a reduced minimum side yard setback on the south side of the lot to be able to split the existing lot at 4300 Tumbleweed Trail into two lots.

**Recommended City Council Action:**

Denial

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

The property is located at 4300 Tumbleweed Trail and is the location of a house with an accessory structure. The applicant is requesting a special exception to the minimum interior lot dimensions to be able to split the existing lot into two equal lots of 0.925- acres each and convert the accessory structure into a barndominium for living purposes.

The property is currently zoned CE, Country Estate District. The existing lot does meet the minimum dimensional regulations of its zoning designation. If split into two lots, neither lot would meet the minimum dimensional regulations.

Per our City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart:

CE, Country Estate District
Lot dimension

Minimum Lot Area: 1- acre
Minimum Side Yard Setback: 10’

As shown on the plat for Country Sky Addition, Section 3, this property is currently 223.08 feet wide and 363.37 feet deep. Once split, each lot having an area of 0.925- acres, neither lot will meet the required minimum lot area. Additionally, the splitting of this lot will result in the resulting north lot having an accessory structure with no primary house. One of the requirements of the future final platting phase will be a plat note prohibiting the building from being used in violation of the City of Midland’s Zoning Ordinance.

Nonetheless, many of the surrounding lots do not conform to the current minimum lot area in the CE, Country Estates District, which is 1-acre or 43,560 SF. The lots were subdivided with differing lot areas, which was conforming at that time, however, they are now nonconforming. Therefore, the applicant is requesting to reduce the proposed lot's minimum required area to approximately 0.925-acre or 40,293 SF. In addition to the zero-side yard setback for the south side of the lot, shown as ‘Car Port’ on Exhibit A.

This request has been circulated to all pertinent City departments for review. Below are the departments’ comments.

**Engineering: (Approved)**

No objection to zone change. [For the Applicant’s information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering

and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

**Fire: (Approved)**

No comments

**Code Compliance: (Approved)**

No Oil and Gas issues.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Planning Analysis:**

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question and it does not represent a hardship, staff is recommending that if an approval, of this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 - Residential Zoning District Dimensional Regulations Chart*, is granted, that the applicant must comply to all zoning regulations of CE, Country Estates of any development to the property. By approving this request, the applicant is creating and adding to the already established nonconforming lots in this area.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, as it designates this area for Urban Residential – Large Lot, a classification which calls for "Neighborhoods with very large lot, single-family homes that are typically within the existing city development area." This special exception would still allow for the existing tract of land to fit the intended use appropriately.

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, *4.09 C. Accessory Dwelling Units and Use Limitations, and Section 5.04 – Residential Zoning District Dimensional Regulations Chart.*

Should the City Council approve this request, the property shall be subject to conditions A thorough C:

**Conditions:**

A. **That the minimum lot area of the property shall be 0.925-acre or 40,293 SF.**

B. **That a zero minimum side yard setback shall be allowed on the south side of the lot, shown as Car Port on Exhibit A.**

**Letters of Objection:**

As of February 15, 2023, staff has not received any letters of objection.

**Attachments:**

Country Sky Addition, Section 3, Plat
Survey (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1, COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION**

**WHEREAS**, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

**WHEREAS,** Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

**WHEREAS,** the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

**WHEREAS,** the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

**WHEREAS**, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**

**CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That a special exception is hereby granted for the property described as Lot 18, Block 1, Country Sky Addition, Section 3, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) a reduced minimum lot area and (2) a reduced minimum side yard setback on the south side of the Property.

**SECTION TWO.** Said special exception is subject to the following special conditions:

A. That the minimum lot area of any lot on the Property shall be 0.925 acres.

B. That the minimum side yard setback on the south side of the Property for the structure identified as "CAR PORT" in Exhibit "A", which is attached hereto and incorporated herein for all purposes, shall be zero feet. The reduced minimum side yard setback granted in Section One hereof shall not be of any force or effect for any structure other than the structure identified as "CAR PORT" in Exhibit "A".

**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 file this ordinance with the Office of the County Clerk for purposes of recordation.

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

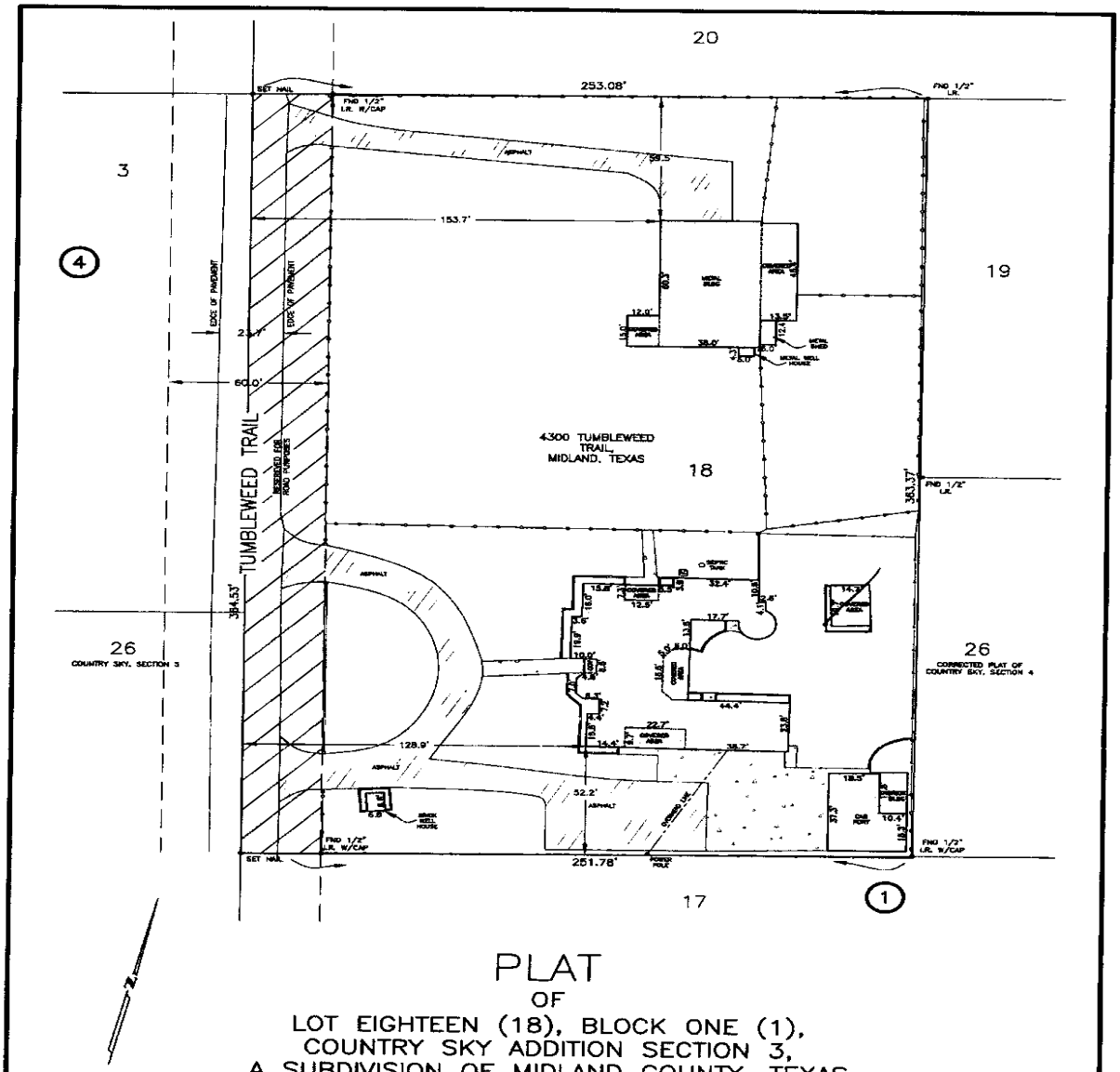
18L0120SW

REVIEWED AND ACCEPTED
BY BORROWERS

x _____

x _____

Date 11/1/18




# PLAT
OF
LOT EIGHTEEN (18), BLOCK ONE (1),
COUNTRY SKY ADDITION SECTION 3,
A SUBDIVISION OF MIDLAND COUNTY, TEXAS

BLANKET RIGHT-OF-WAY AND EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY VOL. 582, P. 618

SURVEY PLAT FOR: DONNY D. MONEY AND DAWN R. MONEY

TO LIEN HOLDER ISSUING THE INSURANCE UNDERWRITER AND WEST TEXAS ABSTRACT AND TITLE COMPANY, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND G.F. NO. 1308-236-BW AS NOTED.

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

REGISTERED PROFESSIONAL LAND SURVEYOR

40 0 40 80 120 Feet

STATE OF TEXAS
REGISTERED
MICHAEL L. MCGRAYER
4161
PROFESSIONAL
LAND SURVEYOR

FILED IN CABINET I, PAGE 23, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0068F DATED SEPTEMBER 18, 2005.

Stored: 13102333

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
4400 N. BIG SPRING SUITE 4-B
MIDLAND, TEXAS 79705
PHONE (432) 682-4400 FAX (432)682-7987

| | Drawn | Chkd | Surveyed |
|---|---|---|---|
| By | SH/VR | MLM | RG/JM |
| Date | 10-16-2013 | 10-16-2013 | 10-9-2013 |

MIDLAND
Planning Division

**Special Exception Application**

Project Number: E-23-0094

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: | | Phone (432) 296-0404 Email hemark246@gmail.com | |
|---|---|---|---|
| Address 4300 Tumbleweed Trail | City Midland | State Texas | Zip 79707 |

| **Property Owner** Printed Name: Mark Elliott | | Phone (432) 296-0404 Email hemark246@gmail.com | |
|---|---|---|---|
| Address 4300 Tumbleweed Trail | City Midland | State Texas | Zip 79707 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: | | Phone ( ) Email 432) 296-0404 hemark246@gmail.com | |
|---|---|---|---|
| Address | City | State | Zip |

**Street Address:** 4300 Tumbleweed Trail

**Legal Description**
Lot: 018 Block: 001 Subdivision: Country Sky, Sec 3

**Current Zoning:** 1 acre lot size

**This property qualifies as an exception to the City Code because:**

- ☐ It is an expansion of a nonconforming use.
- ■ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

**Reason for Request:** We want to divide our 1.85 acre lot consisitng of a 3661 sq. ft. house & 2400 sq. ft. shop into two equal lots of 0.925 acres each. This would leave the house on one lot and the shop on the other. We plan to sell the house and remodel the shop into a barndominium and live there. There are no less than a dozen similar size lots on Tumbleweed Trail and other streets in this subdivision.

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

| Signatures | |
|---|---|
| Applicant (signature): Mark H. Elliott | Date: 1/23/23 |
| Applicant (printed): Mark H. Elliott | |
| Property Owner (signature): Mark H. Elliott | Date: 1/23/23 |
| Property Owner (printed) : Mark H. Elliott | |

*The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

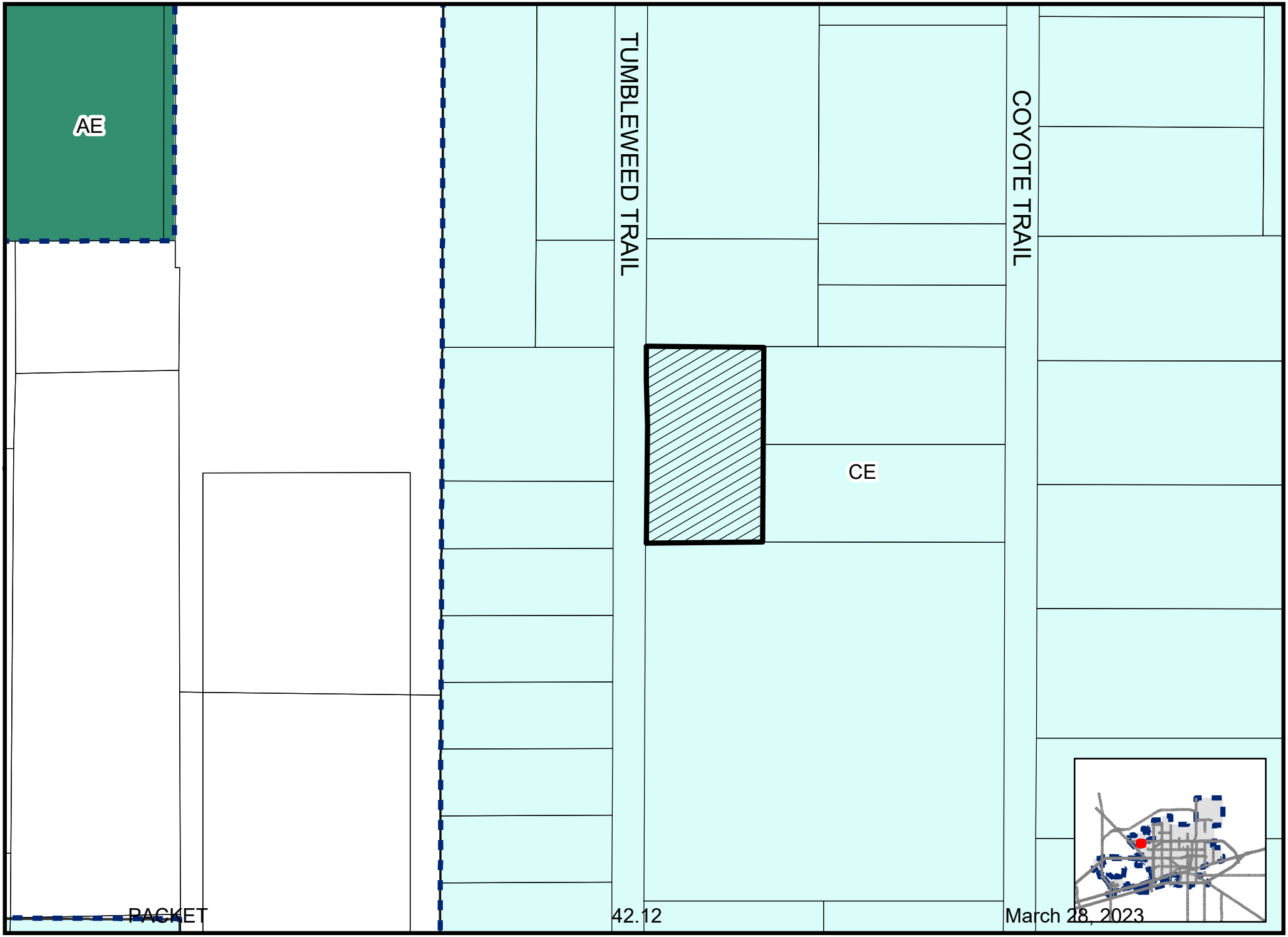
**FOR OFFICE USE ONLY**

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1908
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: James Reber Date: 1/26/23

RECEIVED
JAN 26 2023
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



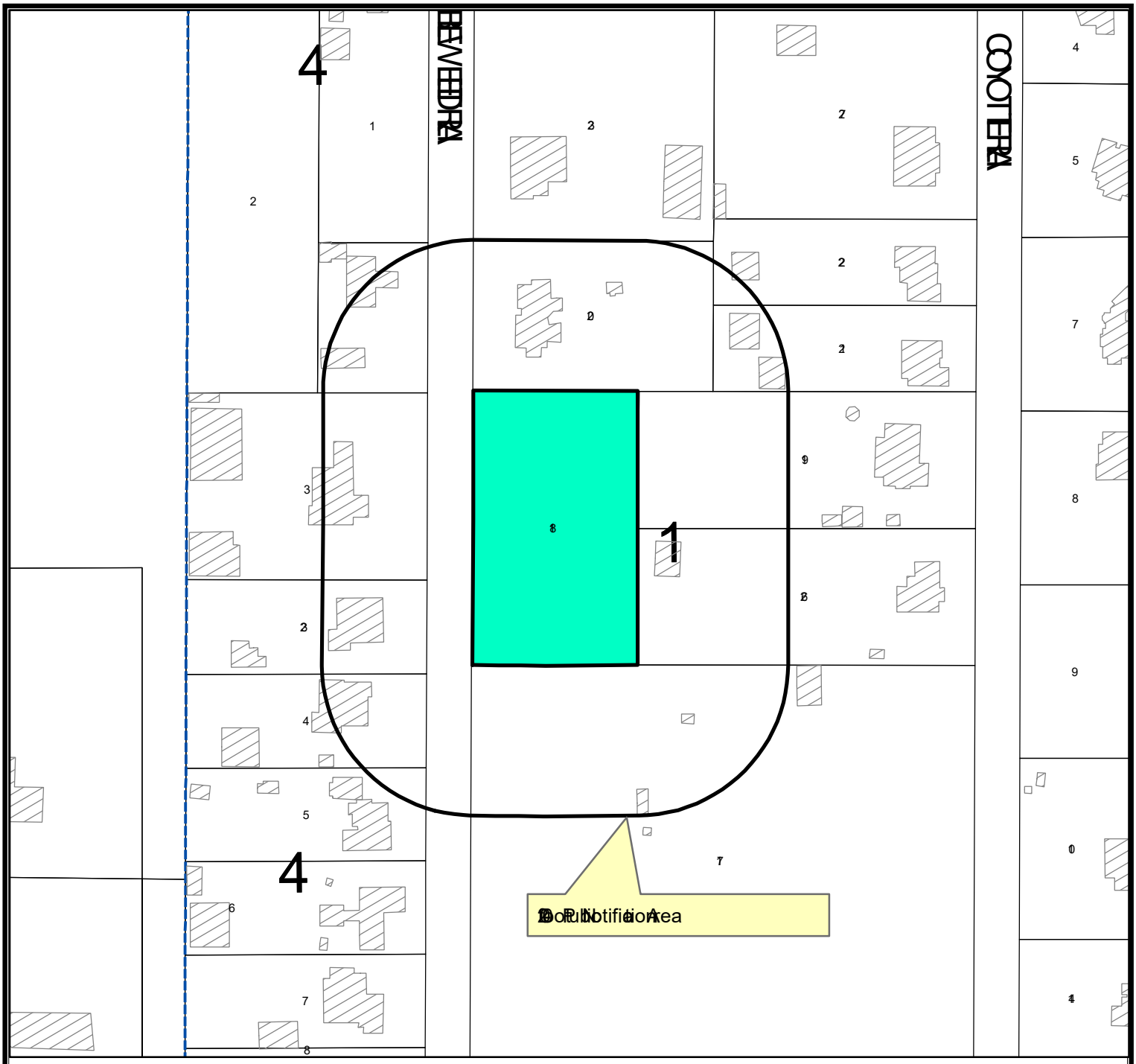

*Map By JR, 2/7/2023*

**E-23-0094**

**Scale: 1" = 340'**

# ZONING MAP

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# LOCATION MAP

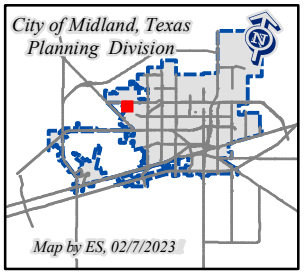
**E-23-0094** **Scale: 1" = 200'**

Consider a request by Mark Elliott for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 - Residential Dimensional Regulations Chart, granting a reduced minimum lot area and a reduced minimum side yard setback on the south side of the lot, on Lot 18, Block 1, Country Sky Addition, Section 3, City and County of Midland, Texas.

Generally located on the east side of Tumbleweed Trail, approximately 1,270 feet south of Briarwood Avenue. (Council District 4)

**L E G E N D**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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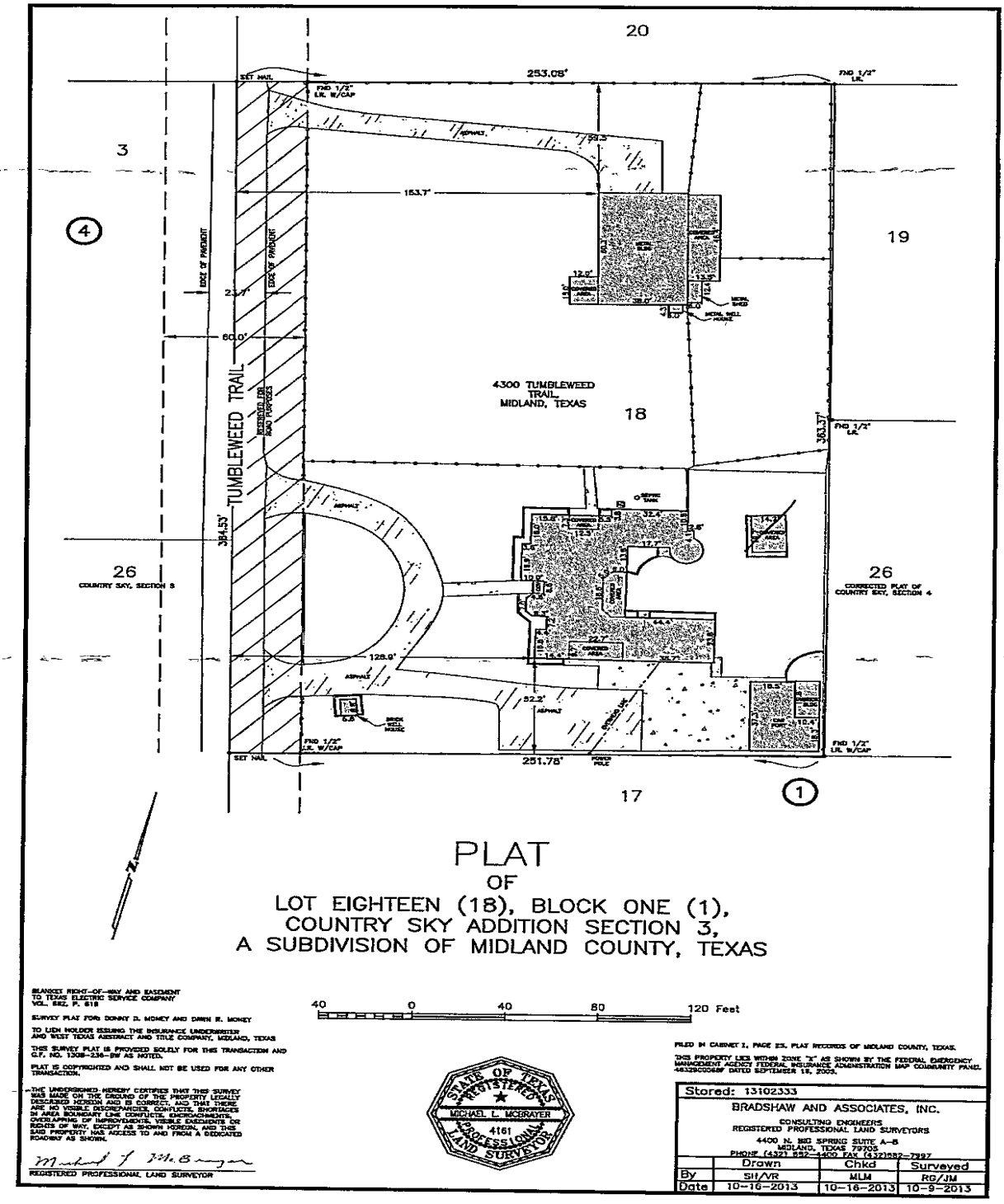
1861205W

REVIEWED AND ACCEPTED
BY BORROWERS

x Mark A

x Barbara Elliott

Date 11/1/18




# PLAT
OF
LOT EIGHTEEN (18), BLOCK ONE (1),
COUNTRY SKY ADDITION SECTION 3,
A SUBDIVISION OF MIDLAND COUNTY, TEXAS

BEARING BASIS: RIGHT-OF-WAY AND EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY VOL. 882, P. 618

SURVEY PLAT FOR: DONNY D. MONEY AND DAWN R. MONEY

TO LIEN HOLDER ISSUING THE INSURANCE UNDERWRITER AND WEST TEXAS ABSTRACT AND TITLE COMPANY, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND G.F. NO. 1308-134-BW AS NOTED.

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

Michael L McBrayer
REGISTERED PROFESSIONAL LAND SURVEYOR

40 0 40 80 120 Feet

STATE OF TEXAS
REGISTERED
MICHAEL L. MCBRAYER
4161
PROFESSIONAL
LAND SURVEYOR

FILED IN CABINET I, PAGE 23, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 480328C0368F DATED SEPTEMBER 18, 2003.

Stored: 13102333


BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
PHONE (432) 682-4400 FAX (432)682-7397


| | Drawn | Chkd | Surveyed |
|---|---|---|---|
| By | SH/VR | MLM | RG/JM |
| Date | 10-16-2013 | 10-16-2013 | 10-9-2013 |











# City Council Meeting

**Item Number:** 43

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Jeffrey Fisher, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Louis Clay, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, to construct a new single-family home.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds would be required for this project.

**Current Zoning:**

MF-22, Multiple-Family Dwelling District

**Surrounding Zoning and Land Use:**

The adjacent properties in all directions are zoned MF-22, Multi-Family Dwelling District. Several lots near the subject property were rezoned to SF-3 recently. 508 S. Benton Street was rezoned from MF-22 to SF-3 in 2019 (Ordinance No. 10,010) and 511 S. Benton Street was rezoned to SF-3 in 2020 (Ordinance No. 10,068).

**Discussion:**

The property is located at 605 S. Benton and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is MF-22, Multiple-Family Dwelling District. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the MF-22, Multiple-Family Dwelling District The property does meet the minimum lot size requirements for the SF-3, Single Family Dwelling District.

The SF-3, Single-Family Dwelling District requires a minimum of 5,500 square feet per lot, with a minimum width of 50-feet and 100-feet of depth for an interior lot. The property has a lot frontage of 50 feet, lot depth of 140 feet, and total lot area of 7,000 sq. ft. in compliance with the SF-3 dimensional standards. The lot was platted as Lot 10, Block 29, in the Greenwood Addition, Third, Fourth, and Fifth Sections.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections to zone change request

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Engineering: (Approved)**

No objection to zone change. [For the Applicant’s information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

**Code: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

**Planning (Approved):**

According to the Tall City Tomorrow Comprehensive Plan, (UR-M) Urban Residential-Medium land incorporates an array of housing styles such as single-family housing, two-family housing, townhouses and manufactured housing. The aim of the UR-M land use is to provide a sense of neighborhood. MF-16, Multiple-Family District is not included under the potential zoning for this UR-M land use. Therefore, changing the zoning to SF-3, Single-Family Dwelling District would fit the intended land use appropriately. The City of Midland Planning Department supports this rezone because the proposed project fits the existing surrounding uses properly.

This request was recommended for approval at the February 21, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-16, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District, subject to condition A.

**Conditions:**

**A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

**Letters of Objection:**

Staff has not received any letters of objection as of March 16, 2023.

**Attachments:**
Application
Maps
Aerial Map

Morris William Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 10, Block 29, Greenwood Addition, Third, Fourth, And Fifth Sections, City and County of Midland, Texas (the "Property"), to SF-3, Single-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 the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

**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., 2023; 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., 2023, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-23-0321

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* | | Phone (432) 631-2909 | |
|---|---|---|---|
| Printed Name: Louis Clay | | Email Tallcityboss@yahoo.com | |
| Address 1215 Lynn | City Midland | State Tx | Zip 79705 |

| **Property Owner** | | Phone (432) 889-7437 | |
|---|---|---|---|
| Printed Name: Archie Williams Jr. | | Email archiewilliams2004@yahoo.com | |
| Address P.O. Box 52162 | City Midland | State Tx | Zip 79710 |

| **Representative** *(if different from Applicant or Property Owner)* | | Phone (432) 631-2909 | |
|---|---|---|---|
| Firm: Clay Homes LLC | | Email Tallcityboss@yahoo.com | |
| Printed Name: Louis Clay | | | |
| Address 1215 Lynn | City Midland | State Tx | Zip 79705 |

**Street Address:** 605 E. Benton St.

**Legal Description**
Lot: 010 Block: 029 Subdivision: Greenwood

| **Current Zoning:** | **Proposed Zone:** *(List by tracts if more than one district is requested)* |
|---|---|

**Reason for Zone Change Request:** To Build Single Family Home

**Present Use of Property:** Mult. family (MF-22)

**Proposed Use of Property:** Single Family Home (SF-3)

**How would this zone change affect the public health, safety and welfare?** _____

**Describe how conditions affecting the property have changed since present zoning designation:**
Unnecessarily Requiring a Re zone

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): | Date: 1/5/23 |
| Property Owner (printed) : ARCHIE L WILLIAMS SR | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

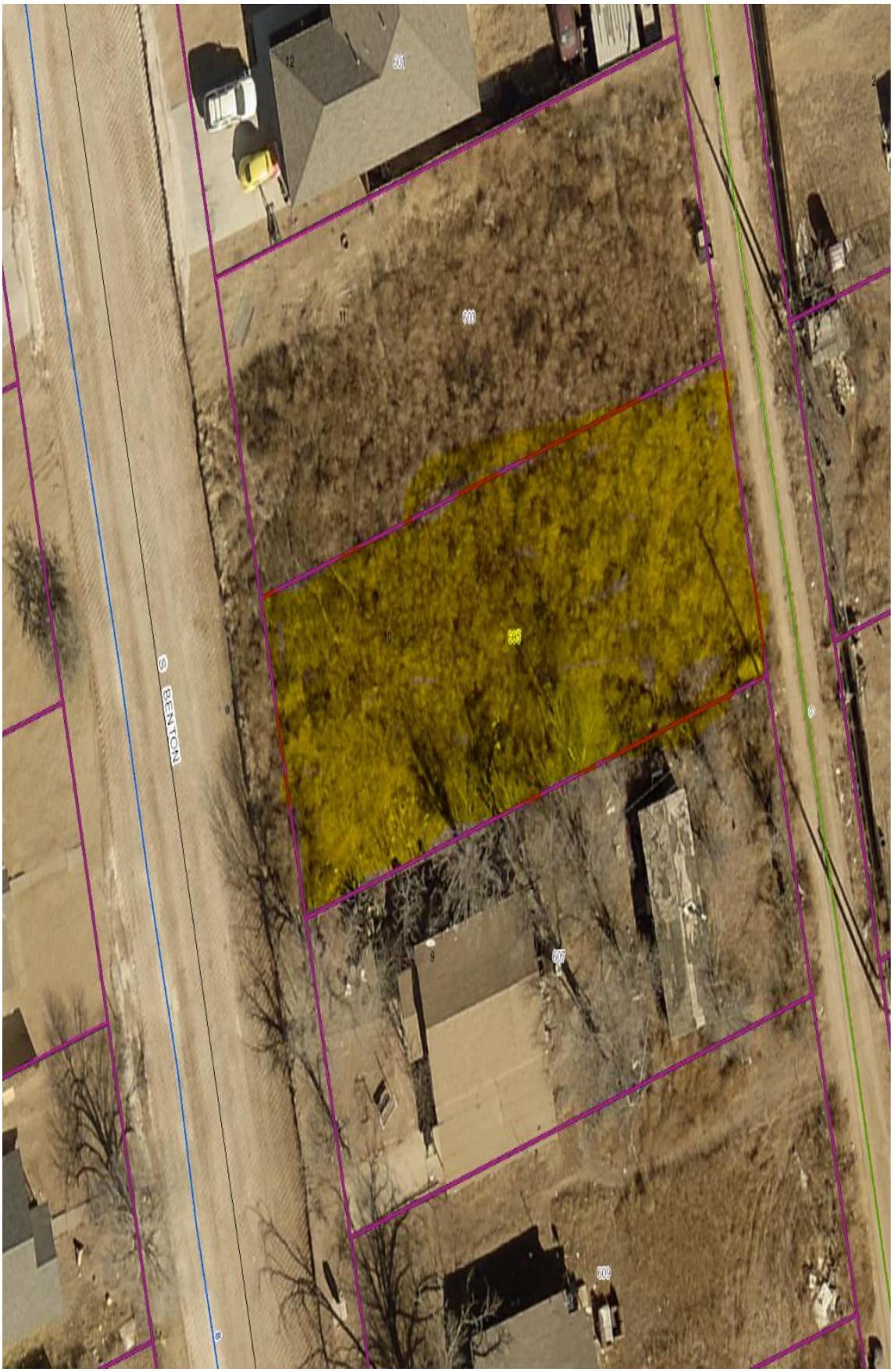
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

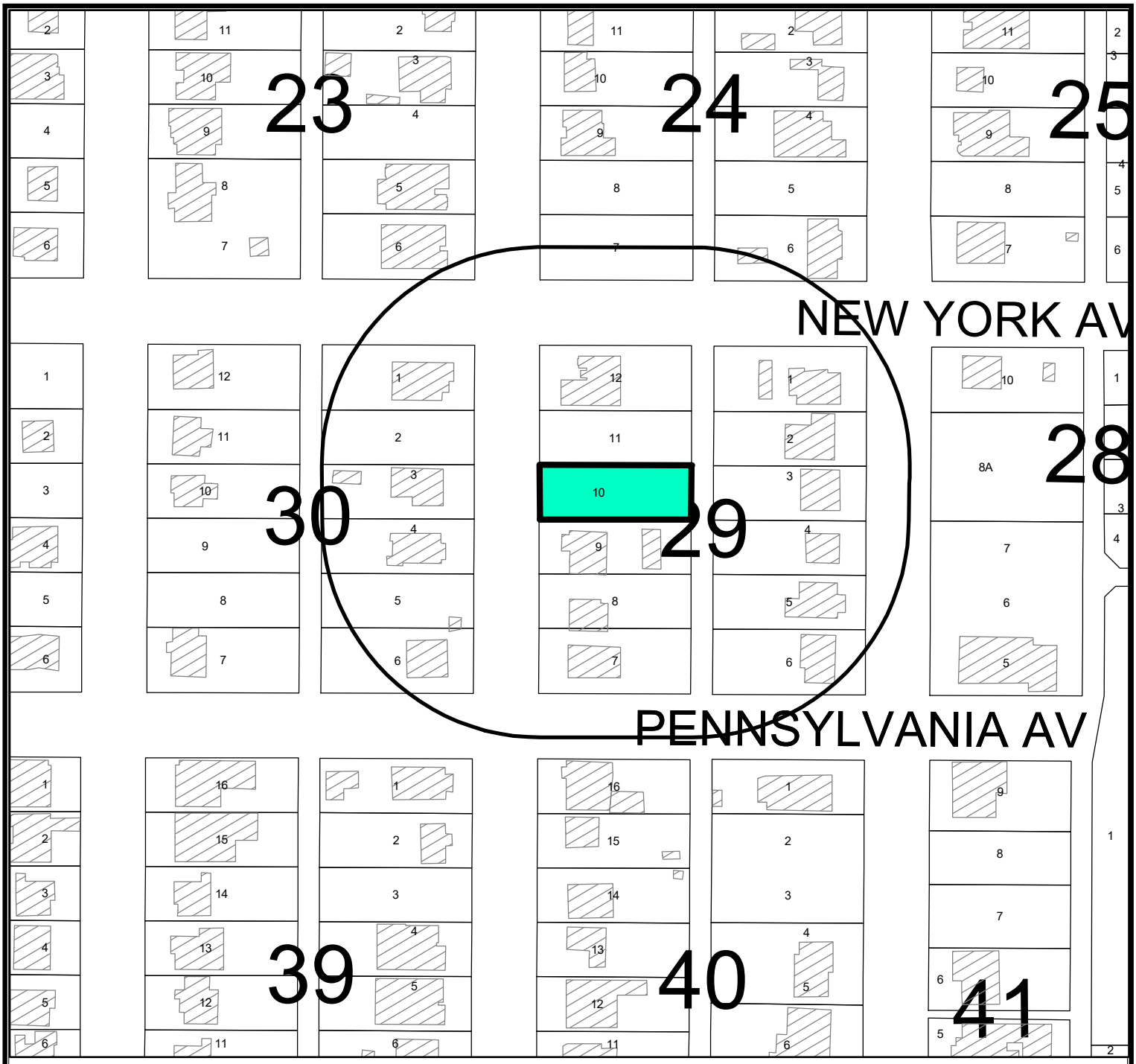
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☒ Property Owner Authorization | ☒ Dimensioned Site Plan |
| ☒ Application Fee | ☐ Plans in Digital Format (PDF/JPEG) |
| Check # 1033 | |
| Received By: DH | Date: 1/13/23 |

****Application will not be considered for scheduling until reviewed by Planning.****


S BENTON




# LOCATION MAP

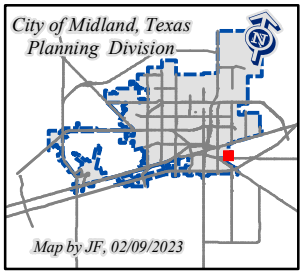
**Z-23-0321** **Scale: 1" = 200'**

Consider a request by Louis Clay for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, on Lot 10, Block 29, Greenwood Addition, Midland County, Texas.

Generally located on the east side of Benton Street, approximately 110 feet south of E. New York Avenue (Council District 2).

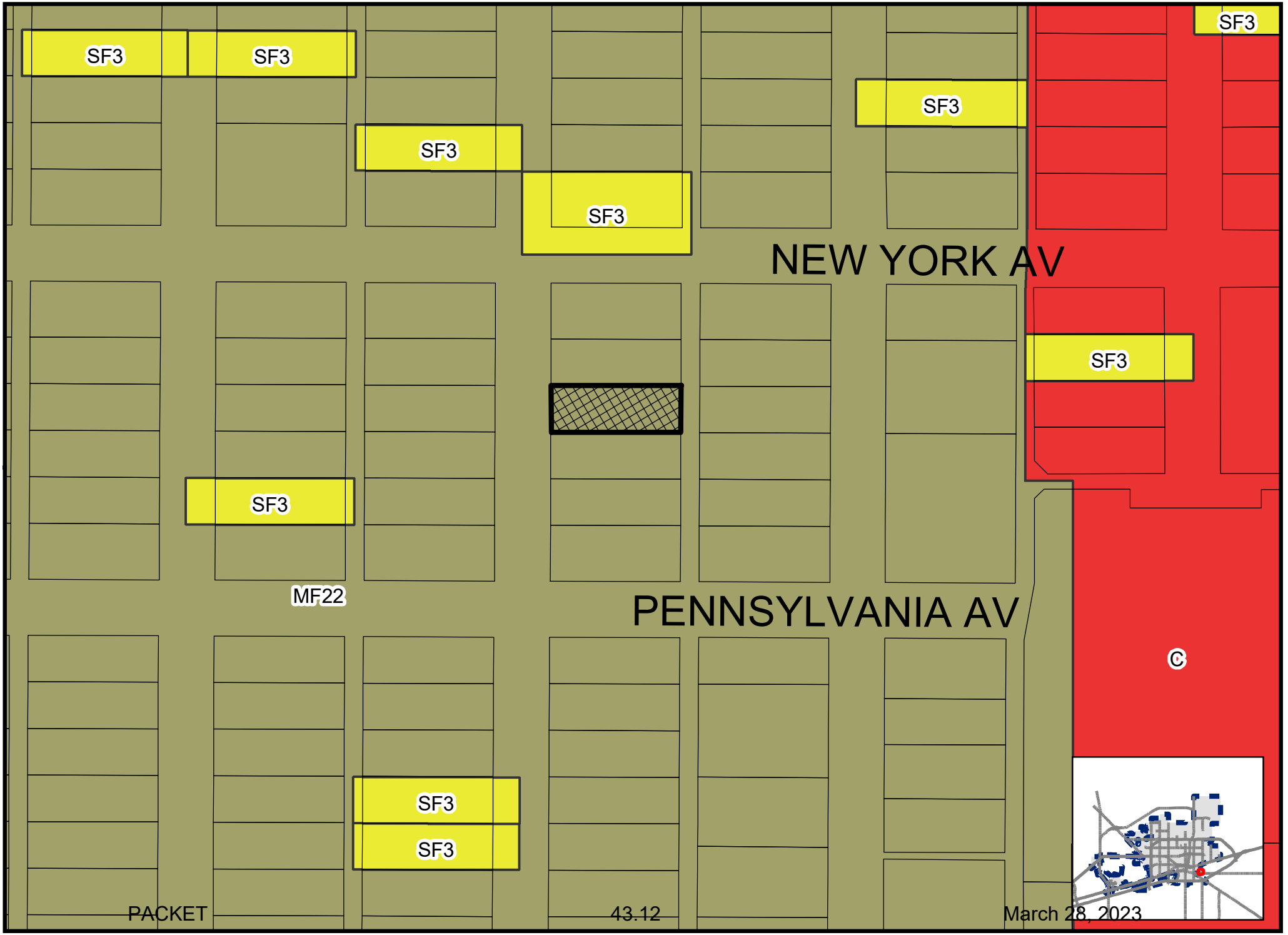
**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

March 28, 2023




*Map By JF, 2/9/2023*

**Z-23-0321**

**Scale: 1" = 200'**

# ZONING MAP

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# City Council Meeting

**Item Number:** 44

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Alexandra Walling, Planner

**Subject:** AN ORDINANCE VACATING AND ABANDONING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); THE CITY OF MIDLAND BEING THE OWNER OF ALL ABUTTING PROPERTY; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (DEVELOPMENT SERVICES)

---

**Purpose:**

The City of Midland is requesting to vacate a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas, for the expansion of Scharbauer Sports Complex.

**Recommended City Council Action:**

Approve.

**Fiscal Impact:**

Not applicable.

**Discussion:**

The approximated area that will be vacated is 68,999 square feet (1.584-acres). The City of Midland is requesting to vacate to allow for the expansions of new sports fields from the existing area to the north. All businesses located on Champions Drive will still have access to their respective office buildings.

This property is owned by the City of Midland, and, therefore, there is no need for a value assessment.

The applicant will be required to retain a nonexclusive utility easement for all affected utilities until each existing easement user abandons its use of the easement and replat the property prior to the alley right-of-way being vacated.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

**Code Compliance: (Approved)**

No oil and gas issues.

**Building Code: (Approved)**

No objections.

**Engineering: (Approved)**

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

**Fire: (Approved)**

No objections.

**Transportation: (Approved)**

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

**GIS: (Approved)**

No comments.

**AT&T: (Approved)**

We do not have any facilities that are going west on Champions Dr from Loop 250. AT&T is ok with the vacation.

**Atmos: (Approved with conditions)**

Atmos energy currently has facilities located within the above-described Right of Way along Champions Drive. We currently have a gas main along the South side of this right of way that extends approximately 25ft. onto the proposed vacate area near the west boundary. Atmos would have no objection to this vacation however if no easement is designated we would need to retire this line. Any retirement costs would be passed on to the individual entity requesting to vacate.

**Astound: (Approved)**

Astound has no network on any poles in this location, we are underground in the TXDOT ROW.

**Oncor: (Approved)**

No comments were received.

**Suddenlink: (Approved)**

Here's a map of our underground fiber plant, it goes north & south on the westside of Loop 250. It also runs west on the southside of, Champions Dr. These fiber routes serve all the businesses & residential homes, west of Loop 250, And Grassland subdivision, north of Andrews Hwy. If you still wish for us to vacate, there will be a cost to relocate all our services.

We have 6 conduits with underground fiber they run north & South off of, Loop 250 & 2 of the conduits continue across, Champions Dr. we are 42'' deep. We have 4 conduits underground running west on the southside off of Champions Drive, that feed the businesses & all of residential homes.

**Planning:**

All relevant City departments and franchise utility companies have reviewed this vacation request and have no objections to the approval of the request.

Therefore, staff recommends approval of the vacation of a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas, for future development to be subject to conditions A through C.

**Conditions:**

A. **That the City retains a nonexclusive utility easement until each existing easement**

**user abandons its use of the easement.**

**B. That the value of the property shall be $0, as it is owned by the City of Midland.**

**C. That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

**Letters of Objection:**

As of March 15, 2023, staff has not received any letters of objection to this request.

**Attachments:**

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies

Robert Patrick

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE VACATING AND ABANDONING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); THE CITY OF MIDLAND BEING THE OWNER OF ALL ABUTTING PROPERTY; AND ORDERING RECORDATION BY THE CITY SECRETARY**

**WHEREAS**, it has been determined by the Midland City Council that a 1.584-acre portion of Champions Drive right-of-way located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6, and Lots 3A and 3B, Block 6, Westridge Park Addition, Section 44, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public right-of-way 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,** the City of Midland is the owner of all property abutting said Property; and

**WHEREAS**, the Council finds it to be in the public interest to vacate and abandon the Property for all public right-of-way purposes;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Property is hereby vacated and abandoned for all public right-of-way purposes; provided, however, that the City is hereby abandoning only the public interest in the Property for right-of-way purposes, and this ordinance in no way affects any

private easement or access easement that abutting property owners may have in the Property.

**SECTION TWO.** That this ordinance shall not be effective until a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

**SECTION THREE.** That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Parkhill

# EXHIBIT "A"

## A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN MIDLAND COUNTY, TEXAS

A 1.584-acre tract of land in the City of Midland in Section 37, Block 40, T-1-S, T&P RR. Co. Survey in Midland County, Texas, being a portion of Champions Drive as shown on the plat recorded in Plat Cabinet F, Page 183 of the Plat Records of Midland County, Texas; said 1.584-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on October 31, 2022:

BEGINNING at a 1/2-inch iron rod with a cap marked "RPLS 6453" found in the west line of Loop 250, at a corner of Lot 3B, Block 6 of Westridge Park, Section 44 as shown on the plat recorded in Plat Cabinet M, Page 106 of said Plat Records, and a corner of said Champions Drive, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 10690810.32 and EASTING: 1733053.01, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983;

THENCE along the north line of said Lot 3B and the south line of said Champions Drive, the following 3 courses:

1. *North 59 degrees 23 minutes 51 seconds West* a distance of 70.71 feet to a 1/2-inch iron rod with a cap marked "PLS 1974" found;
2. *South 75 degrees 36 minutes 08 seconds West* a distance of 420.63 feet to a calculated point, for a corner hereof;
3. Along a curve to the left having an arc length of 12.95 feet, a radius of 1160.00 feet, and a chord that bears *South 75 degrees 16 minutes 57 seconds West* a distance of 12.95 feet to a 1/2-inch iron rod with a cap marked "RPLS 6453" found at the northwest corner of said Lot 3B and the northeast corner of Lot 3A, Block 6 of said Section 44, for a corner hereof;

THENCE along a compound curve to the left having an arc length of 336.56 feet, a radius of 1160.00 feet, and a chord that bears *South 66 degrees 39 minutes 03 seconds West* a distance of 335.38 feet along the north line of said Lot 3A and the south line of said Champions Drive to a 1/2-inch iron rod found at the northwest corner of said Lot 3A and the most northerly corner of Lot 2A, Block 6 of Westridge Park Addition, Section 35 as shown on the plat recorded in Plat Cabinet J, Page 88 of said Plat Records, for the southwest corner hereof;

THENCE *North 30 degrees 28 minutes 44 seconds West* a distance of 80.02 feet crossing said Champions Drive to a set "X" mark cut in concrete in the south line of Lot 4, Block 5 of Westridge Park Addition, Section 6 as shown on said plat recorded in Plat Cabinet F, Page 183, for the northwest corner hereof;

THENCE along the south line of said Lot 4 and the north line of said Champions Drive, the following 3 courses:

1. Along a non-tangent curve to the right having an arc length of 371.96 feet, a radius of 1240.00 feet, and a chord that bears *North 67 degrees 00 minutes 32 seconds East* a distance of 370.57 feet to a 1/2-inch iron rod set, for a corner hereof;
2. *North 75 degrees 36 minutes 08 seconds East* a distance of 420.65 feet to a set "X" mark cut in concrete, for a corner hereof;
3. *North 30 degrees 36 minutes 09 seconds East* a distance of 70.71 feet to a 1/2-inch iron rod set in the west line of said Loop 250, at a corner of said Lot 4 and the northeast corner of said Champions Drive, for the northeast corner hereof;

THENCE *South 14 degrees 23 minutes 33 seconds East* a distance of 180.00 feet along the west line of said Loop 250 and the east line of Champions Drive to the POINT OF BEGINNING containing 1.584 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at surface. Areas reported hereon are based on calculations made from surface distances. A "1/2-inch iron rod set" is a 1/2-inch rebar with a plastic cap marked "PARKHILL RPLS 6453". This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

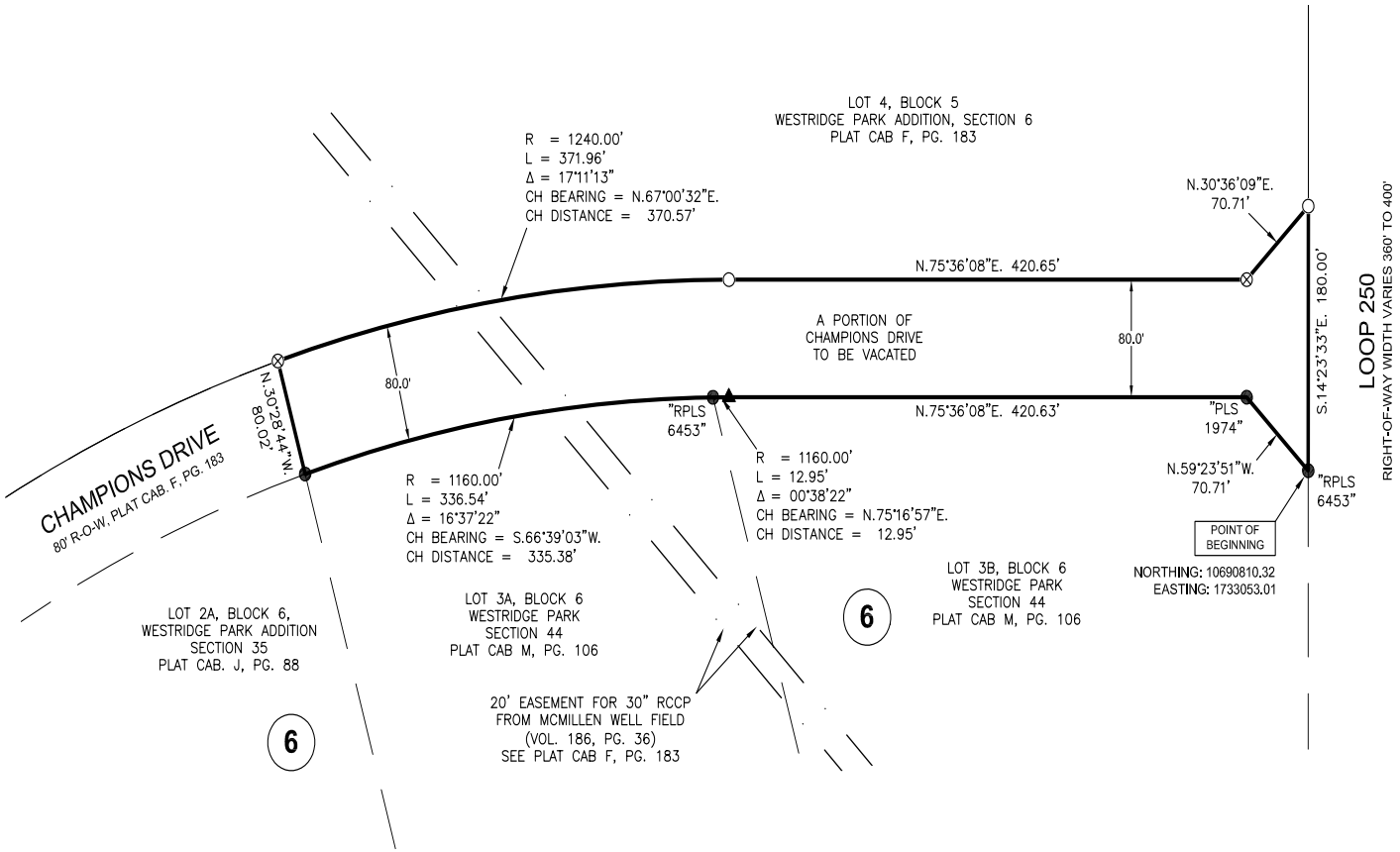
Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 31, 2022




Texas Registered Surveying Firm # 10194091

# A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CABINET F, PAGE 183, PLAT RECORDS MIDLAND COUNTY, TEXAS




0' 100' 200'

SCALE: 1" = 100'

LEGEND:

- ○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453".
- ● = FOUND 1/2" IRON ROD.
- ⊗ = SET "X" CUT ON CONCRETE.
- ▲ = CALCULATED POINT
- ——— = TRACT LIMITS BOUNDARY LINE
- — — — = TRACT ADJOINER LINE
- —— · —— = EASEMENT LINE

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S REPORT:

1. BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
4. THIS SURVEY WAS PREPARED FOR ROAD/STREET RIGHT-OF-WAY VACATION PURPOSES.
5. THE 1.584-ACRE TRACT SURVEYED HEREON IS WITHIN THE CITY LIMITS OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.
6. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
7. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND COMPLETED ON OCTOBER 26, 2022; NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Franklin Leamons

FRANKLIN LEAMONS
R.P.L.S. 6889

OCT. 31, 2022
DATE

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

DOCKET



March 28, 2023

MIDLAND
Planning Division

**Vacate Right-of-Way/Public Utility Easement/Land/Street Application**

Project Number: V-23-0045

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Josh Wallender (Parkhill) | | Phone (432 ) 697-1447 Email jwallender@parkhill.com | |
|---|---|---|---|
| Address 1700 W Wall Street | City Midland | State Texas | Zip 79701 |

**Application is hereby made to the City Council to vacate the following:**

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☒ Street

**Description of Address:** Approximately the East half of Champions Drive

**Reason for Request:** Allow for the expansion of new fields for future activities

**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:** Allow for the expansion of new fields for future activities, while still having access to surrounding businesses.

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

**Utility Company Approval**

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

## 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 Planning 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.

## Signatures

| | | |
|---|---|---|
| Applicant (signature): Robert Fatum | | Date: 1-10-23 |
| **Affected Property Owners:** City of Midland | | |
| Signature: | Print: | Date: |
| Signature: | Print: | Date |
| Signature: | Print: | Date |
| Signature: | Print: | Date |

*The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

## FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check # City of Midland

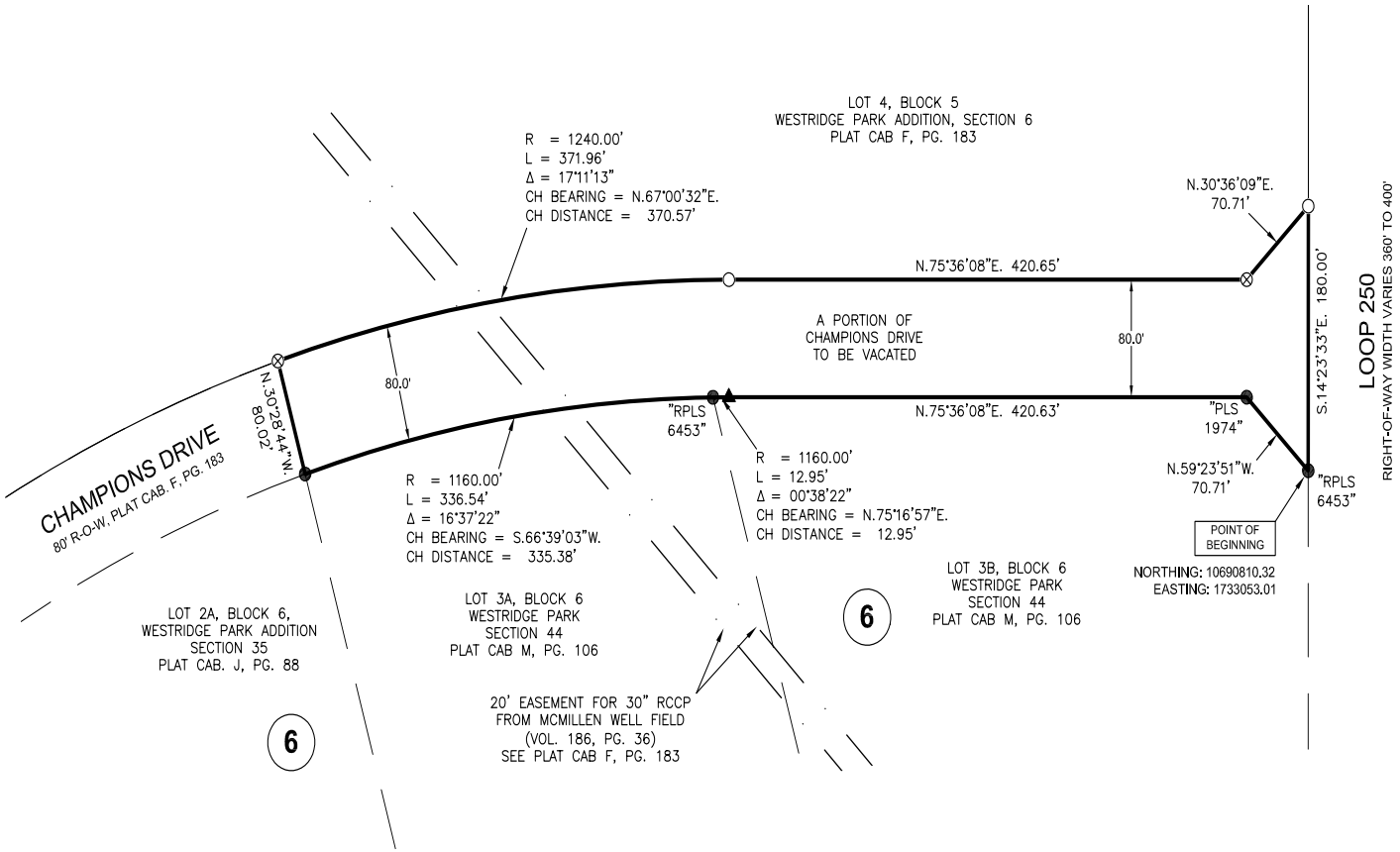
Received By: Alexandra Walling Date:

RECEIVED JAN 25 2023 BY: AW

****Application will not be considered for scheduling until reviewed by a planner.****

# A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CABINET F, PAGE 183, PLAT RECORDS MIDLAND COUNTY, TEXAS




0' 100' 200'

SCALE: 1" = 100'

LEGEND:

- ○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453".
- ● = FOUND 1/2" IRON ROD.
- ⊗ = SET "X" CUT ON CONCRETE.
- ▲ = CALCULATED POINT
- ——— = TRACT LIMITS BOUNDARY LINE
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Franklin Leamons

FRANKLIN LEAMONS
R.P.L.S. 6889

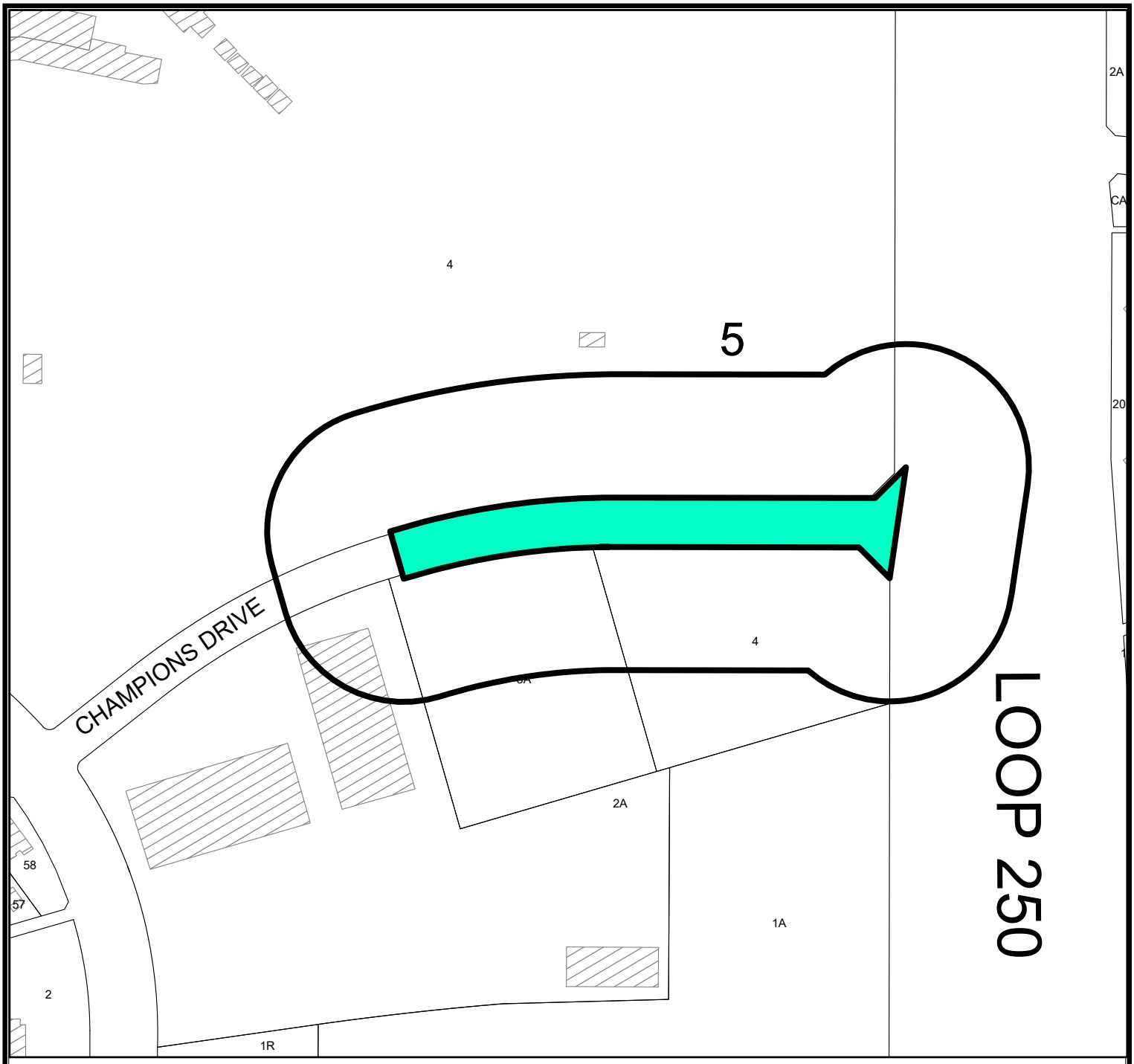
OCT. 31, 2022
DATE

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

DRAFT

44.12

March 28, 2023




# LOCATION MAP

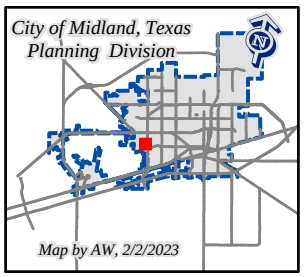
**V-23-0045** **Scale: 1" = 200'**

Consider a request for a vacation of a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas.

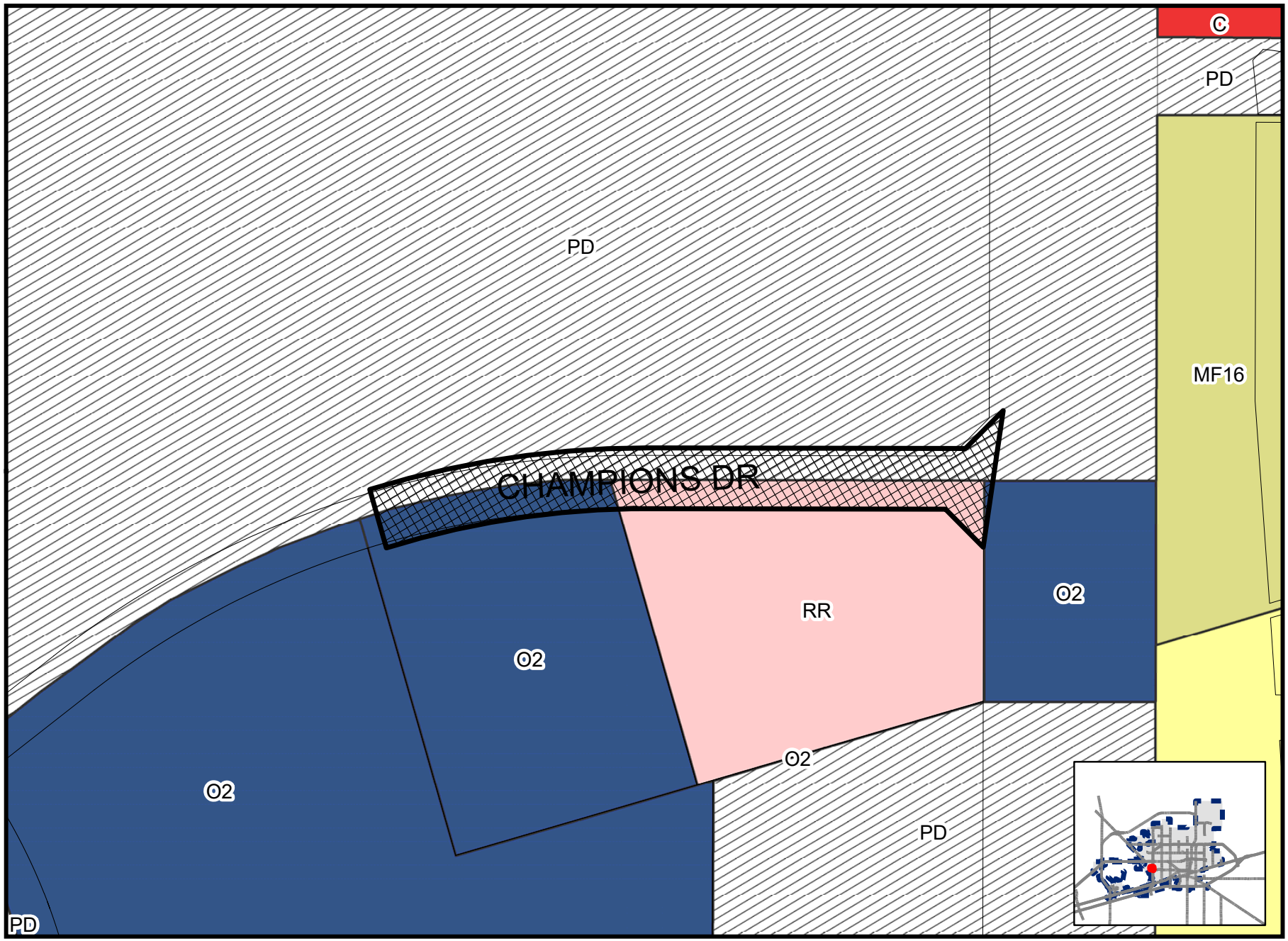
Generally located on the northwest corner of the intersection of Champions Drive and Loop 250 (Council District 4)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




March 28, 2023




*Map By AW, 2/3/2023*

**V-23-0045**

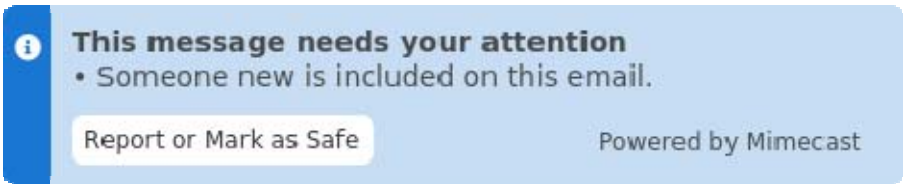
**Scale: 1" = 200'**

# ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA

## Alexandra Walling

**From:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Sent:** Friday, February 10, 2023 10:44 AM
**To:** Alexandra Walling; Eron Zapata; Raymond Revilla
**Cc:** Brian McGinnis
**Subject:** RE: External E-mail - FW: Westridge Park Vacation -Urgent-




Ms. Walling,
Here's a map of our underground fiber plant, it goes north & south on the westside of Loop 250.
It also runs west on the southside of, Champions Dr. These fiber routes serve all the businesses & residential homes, west of Loop 250,
And Grassland subdivision, north of Andrews Hwy. If you still wish for us to vacate, there will be a cost to relocate all our services.

We have 6 conduits with underground fiber they run north & South off of, Loop 250 & 2 of the conduits continue across, Champions Dr. we are 42'' deep
We have 4 conduits underground running west on the southside off of Champions Drive, that feed the businesses & all of residential homes.




**From:** Alexandra Walling <awalling@midlandtexas.gov>
**Sent:** Friday, February 10, 2023 9:29 AM
**To:** Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>; Raymond Revilla <Raymond.Revilla@AlticeUSA.com>
**Subject:** External E-mail - FW: Westridge Park Vacation -Urgent-
**Importance:** High

**[External Email]**

**Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.**

Hello again!

Just wanted to check up on this and see if there was any progress made. We will need comments no later than Tuesday, February 14, 2023. Thanks!

---

**From:** Alexandra Walling
**Sent:** Thursday, February 2, 2023 8:36 AM
**To:** Luis Montez <Luis.Montez@AlticeUSA.com>; eron.zapata@alticeusa.com; raymond.revilla@alticeusa.com
**Subject:** Westridge Park Vacation -Urgent-
**Importance:** High

Good morning,

Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

**Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.**

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---

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## Alexandra Walling

**From:** Ruben Guerra <ruben.guerra@astound.com>
**Sent:** Thursday, February 2, 2023 11:34 AM
**To:** Alexandra Walling
**Subject:** Re: Westridge Park Vacation -Urgent-

Astound has no network on any poles in this location, we are underground in the TXDOT ROW.

**Thank You**
Ruben Guerra
**Construction Coordinator**
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
**Astound Business Solutions**
**Powered by RCN | Grande | Wave**
**astound.com**

On Thu, Feb 2, 2023 at 8:38 AM Alexandra Walling <awalling@midlandtexas.gov> wrote:

> Good morning,
>
> Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.
>
> Thank You,
>
> Alexandra Walling
>
> Planner
>
> Planning Division
>
> Development Services
>
> O. 432-685-7409

awalling@midlandtexas.gov









300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

## Alexandra Walling

**From:** GONZALEZ, VINCENT J <vg064q@att.com>
**Sent:** Friday, February 10, 2023 9:08 AM
**To:** Elizabeth Shaughnessy
**Cc:** Alexandra Walling
**Subject:** RE: Westridge Park Vacation -Urgent-

We do not have any facilities that are going west on Champions Dr from Loop 250. AT&T is ok with the vacation.

Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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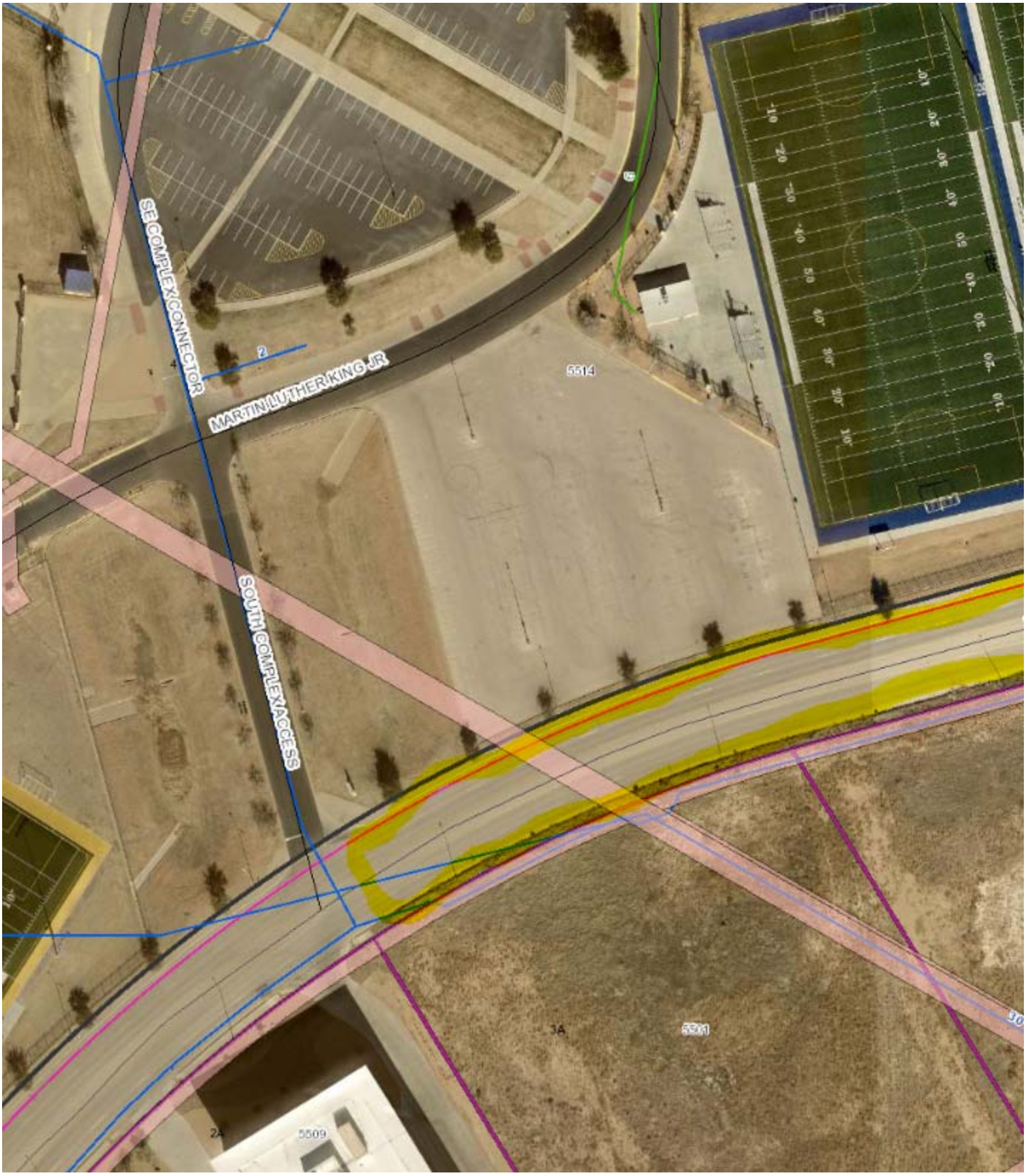
---

**From:** Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
**Sent:** Friday, February 10, 2023 9:01 AM
**To:** GONZALEZ, VINCENT J <vg064q@att.com>
**Cc:** Alexandra Walling <awalling@midlandtexas.gov>
**Subject:** RE: Westridge Park Vacation -Urgent-

Good morning, Vincent,

We do understand that you have utilities running through this road. However, if we leave an easement, you will still have access and no building can be constructed on that segment.

Please refence image below:




As you can see from the image the football field was built over your utilities, based on the image you provided, however no building is built over it.

Does this change your position?

Best Regards,

Elizabeth Shaughnessy

Planning Division Manager

---

**From:** Alexandra Walling <awalling@midlandtexas.gov>
**Sent:** Friday, February 10, 2023 8:51 AM
**To:** Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
**Subject:** FW: Westridge Park Vacation -Urgent-

---

**From:** GONZALEZ, VINCENT J <vg064q@att.com>
**Sent:** Friday, February 3, 2023 5:13 PM
**To:** Alexandra Walling <awalling@midlandtexas.gov>
**Subject:** RE: Westridge Park Vacation -Urgent-

That is a TXDOT right of way already along Loop 250. Which we have utility easements in ROW which we will not vacate.

Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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**From:** Alexandra Walling <awalling@midlandtexas.gov>
**Sent:** Friday, February 3, 2023 3:25 PM
**To:** GONZALEZ, VINCENT J <vg064q@att.com>
**Subject:** RE: Westridge Park Vacation -Urgent-

Is it possible to create an easement in that spot?

---

**From:** GONZALEZ, VINCENT J <vg064q@att.com>
**Sent:** Friday, February 3, 2023 9:51 AM
**To:** Alexandra Walling <awalling@midlandtexas.gov>
**Subject:** RE: Westridge Park Vacation -Urgent-

We will not vacate this area. We should be 42”-48” below grade if this is an issue for them they will have to pay us to relocate which will be a big project. We have major business circuits going through this. They will have to contact me to get the process started.

Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

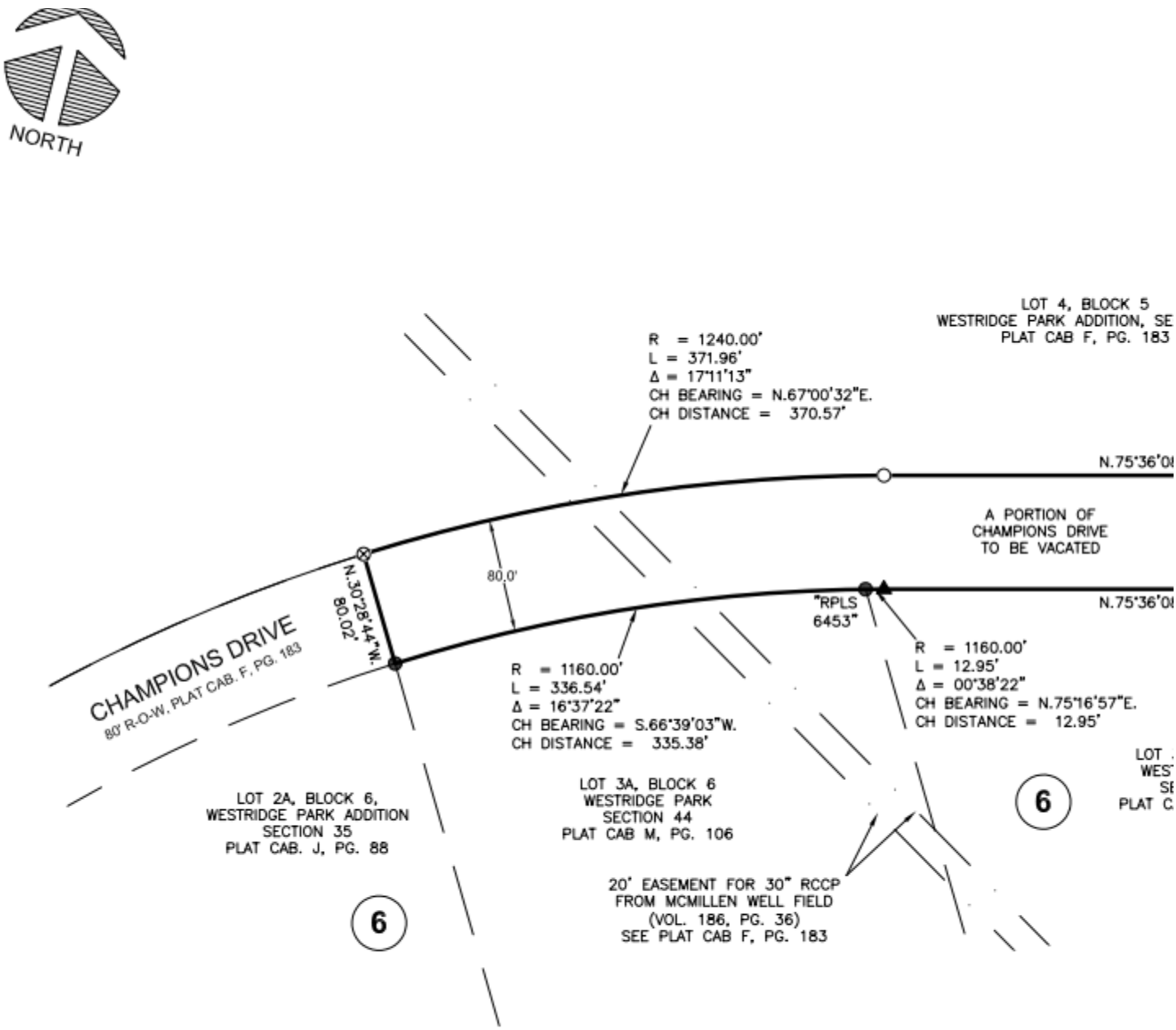
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**From:** Alexandra Walling <awalling@midlandtexas.gov>
**Sent:** Friday, February 3, 2023 8:07 AM
**To:** GONZALEZ, VINCENT J <vg064q@att.com>
**Subject:** RE: Westridge Park Vacation -Urgent-

Morning Vincent,

I really appreciate your response! It looks like some of the lines will crossover Champions Dr. since they are vacating all the way up to the Loop. Will this be an issue for y'all? Just wanted to double check.




**From:** GONZALEZ, VINCENT J <vg064q@att.com>
**Sent:** Thursday, February 2, 2023 3:17 PM
**To:** Alexandra Walling <awalling@midlandtexas.gov>
**Cc:** UNDERWOOD, JERRY D <ju1659@att.com>
**Subject:** RE: Westridge Park Vacation -Urgent-

We do have fiber that is running North and South in the TXDOT ROW crossing Champions Dr. We do not have anything going west from Loop 250 on Champions Dr.




Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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**From:** UNDERWOOD, JERRY D <ju1659@att.com>
**Sent:** Thursday, February 2, 2023 8:36 AM
**To:** GONZALEZ, VINCENT J <vg064q@att.com>
**Cc:** Alexandra Walling <awalling@midlandtexas.gov>
**Subject:** FW: Westridge Park Vacation -Urgent-
**Importance:** High

Vincent,

This is in your area.

Thanks,
Jerry

---

**From:** Alexandra Walling <awalling@midlandtexas.gov>
**Sent:** Thursday, February 2, 2023 8:30 AM
**To:** UNDERWOOD, JERRY D <ju1659@att.com>
**Subject:** Westridge Park Vacation -Urgent-
**Importance:** High

Good morning,

Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov






300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Alexandra Walling
Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

February 10, 2023

Re: Case Name: Westridge Park Vacation
Case Number: V-22-0045

Alexandra,

Atmos Energy currently has facilities located within the above-described Right of Way along Champions Drive. We currently have a gas main along the South side of this right of way that extends approximately 25ft. onto the proposed vacate area near the West boundary. Atmos would have no objection to this vacation however if no easement is designated we would need to retire this line. Any retirement costs would be passed on to the individual or entity requesting the vacate.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com








SPEED
LIMIT
30

# City Council Meeting

**Item Number:** 45

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Kelly Martinez, Senior Planner

**Subject:** RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A MUSIC FESTIVAL AND CAR SHOW ON LOT 1A, BLOCK 54, AND LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, A 0.28-ACRE PORTION OF NORTH LORAINE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 36, AND LOTS 7 THROUGH 9, BLOCK 37, ORIGINAL TOWN, A 0.54-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, AND A 1.25-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY AND A 1.25-ACRE PORTION OF WEST TEXAS AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCKS 54 AND 55, ORIGINAL TOWN, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH COLORADO STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

Consider a resolution on a request by Pi Social/Promising Projects for approval of a Temporary Land Use Permit for a music festival and car show.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

The applicant is requesting a Temporary Land Use Permit for a music festival and car show at Centinniel Park. The event will take place on Saturday, April 8, 2023 from 8:00 a.m. to 12:00 a.m. (midnight). They a proposing a temporary closure on Texas Avenue, Loraine Street, Colordo Street, and Wall Street. The eastbound lane of Wall Street will remain open to allow the DoubleTree exit to Main Street. The event will have live music, food vendors, and a variety of cars on displayed on the streets. The park will be surrounded by a temporary fence to contain all event related activites. Thirty-four (34) portable restrooms will be on site as well as fifteen (15) peace officers. Alcohol will be served during the event. Additionally, vehicles will be parked along the streets of Texas Avenue and Wall street. However, the vehicles next to the Petroleum Building will have the car owner's remain with the vehciles throught the event in case of an emergency.

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

**Engineering: (Approved with Conditions)**

A Temporary Traffic Control Plan must be submitted by a qualified barricade company and approved by Engineering Services prior to the event or activity. The event organizer shall be responsible for coordinating with businesses or property owners whose access will be impacted.

Otherwise, no objection.

**Transportation: (Approved with Conditions)**

A Temporary Traffic Control Plan must be submitted by a qualified barricade company and approved by Engineering Services prior to the event or activity. The event organizer shall be responsible for coordinating with businesses or property owners whose access will be impacted.

**Fire: (Approved with Conditions)**

Site Inspection is required before the official start of the event. (Call 432-685-7333 to schedule)

Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Vehicles parked in front of The Petroleum Building must remain with the vehicle at all times.

**Building Code: (Approved)**

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

**Planning: (Approved)**

This temporary land use permit for the Music Festival and Car Show follows Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to “create a cultural core in Midland that is a living, working, and entertainment destination,” as it provides an event that the residents of Midland can attend.

Staff recommends approval of this temporary land use permit, subject to conditions A through M.

**A. That the day and hours of the event shall be limited to: Saturday, April 8, 2023, from 8:00 a.m. to 12:00 a.m. (midnight).**

**B. That the operation of the Event shall conform to the site plan, which is attached hereto as “Exhibit A” and incorporated herein for all purposes.**

**C. That the Applicant shall require the owners of all vehicles that are parked adjacent to the Petroleum Building, which is located at 214 West Texas Avenue, to remain with their vehicles during the Event.**

**D. That the applicant shall be responsible for coordinating with the Midland Downtown Park Conservancy (the “Conservancy”) to ensure that the Conservancy’s rules and conditions regarding the use of Centennial Park for the Event are satisfied.**

**E. That the applicant shall provide a minimum of 34 restrooms that shall be made available for use during all operating hours of the Event.**

**F. That a total of 15 peace officers shall be provided for the Event.**

**G. That the following uses are specifically permitted:**

**1. The sale of alcoholic beverages for on-premises consumption shall be allowed during all operating hours of the Event in compliance with state and local laws.**

**2. That live music shall be allowed during all operating hours of the Event.**

**H. That all tents, canopies, and booths must be erected according to manufacturer's installation instructions including tie downs that will resist our local estimated wind load.**

**I. That a temporary traffic control plan must be submitted by a qualifies barricade company and approved by Engineering Services prior to the event or activity.**

**J. That the event shall comply with all requirements of the Fire Code; the applicant shall call for an inspection by the Fire Marshal prior to commencing the event.**

**K. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding the event.**

**L. That the applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to the Event.**

**M. That the applicant shall be responsible for ensuring that the conditions of this permit are observed.**

**Letters of Objection:**

As of March 15, 2023, Staff has not received any letters of objection.

**Attachments:**

Application
Site Plan (Exhibit A)
Maps

Robert Patrick

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A MUSIC FESTIVAL AND CAR SHOW ON LOT 1A, BLOCK 54, AND LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, A 0.28-ACRE PORTION OF NORTH LORAINE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 36, AND LOTS 7 THROUGH 9, BLOCK 37, ORIGINAL TOWN, A 0.54-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, AND A 1.25-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY AND A 1.25-ACRE PORTION OF WEST TEXAS AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCKS 54 AND 55, ORIGINAL TOWN, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH COLORADO STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS**

**WHEREAS**, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Pi Social and Promising Projects (collectively, the "Applicant") has applied for authorization to temporarily use Lot 1A, Block 54, and Lot 1A, Block 55, Original Town, Section 14, a 0.28-acre portion of North Loraine Street right-of-way located adjacent to Lots 4 and 5, Block 36 and Lots 7 through 9, Block 37, Original Town, a 0.54-acre portion of North Colorado Street right-of-way located adjacent to Lot 1A, Block 55, Original Town, Section 14, and a 1.25-acre portion of West Wall Street right-of-way and a 1.25-acre portion of West Texas Avenue right-of-way, both located adjacent to Block 54 and 55, Original Town, Section 14, City and County of Midland, Texas (the "Property") for a music festival and car show (the "Event"); and

**WHEREAS**, the Council finds and determines that such temporary use shall be allowed;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Applicant is hereby authorized by the City Council to

temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the day and hours of operation of the Event shall be limited to April 8, 2023, from 8:00 a.m. to 12:00 a.m. (midnight).

B. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

C. That the Applicant shall require the owners of all vehicles that are parked adjacent to the Petroleum Building, which is located at 214 West Texas Avenue, to remain with their vehicles during the Event.

D. That the Applicant shall be responsible for coordinating with the Midland Downtown Park Conservancy (the "Conservancy") to ensure that the Conservancy's rules and conditions regarding the use of Centennial Park for the Event are satisfied.

E. That the Applicant shall provide a minimum of 34 restrooms that shall be made available for use during all operating hours of the Event.

F. That the Applicant shall provide a minimum of 15 peace officers during all operating hours of the Event.

G. That the following uses are specifically permitted:

1. Live music shall be allowed during all operating hours of the Event.

2. The sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Event in compliance with state and local laws.

H. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs that will resist the local estimated wind load.

I. That prior to operation of the Event, the Applicant shall obtain approval from the Traffic Operations Division of a traffic control plan submitted by a qualified barricade company for the temporary closures of the portions of rights-of-way on which the Event will be operated. The Event shall be operated in accordance with said traffic control plan.

J. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

K. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Event.

L. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

M. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

**SECTION TWO.** That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

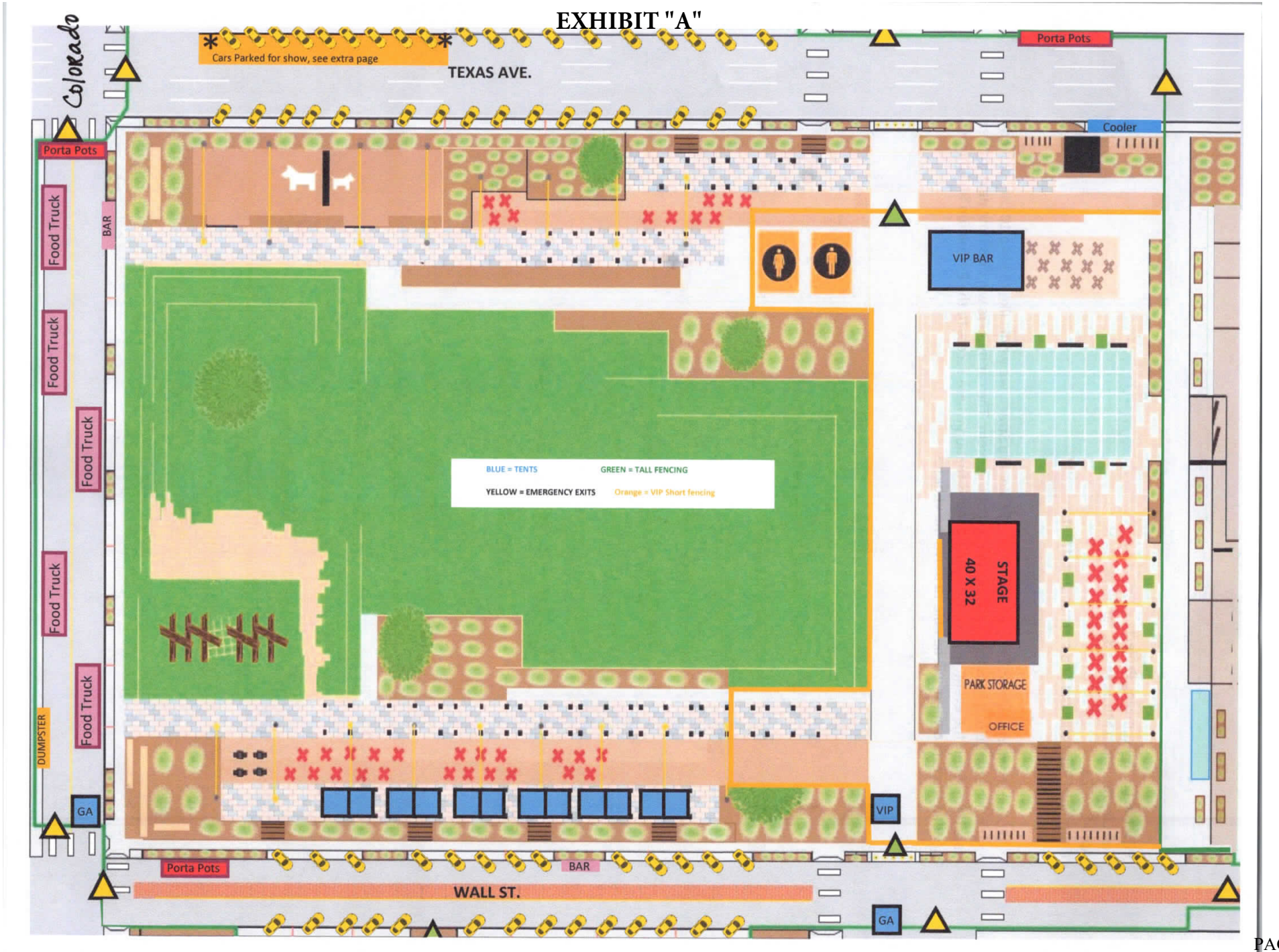
_____
Charles Harrington, Director of Development Services

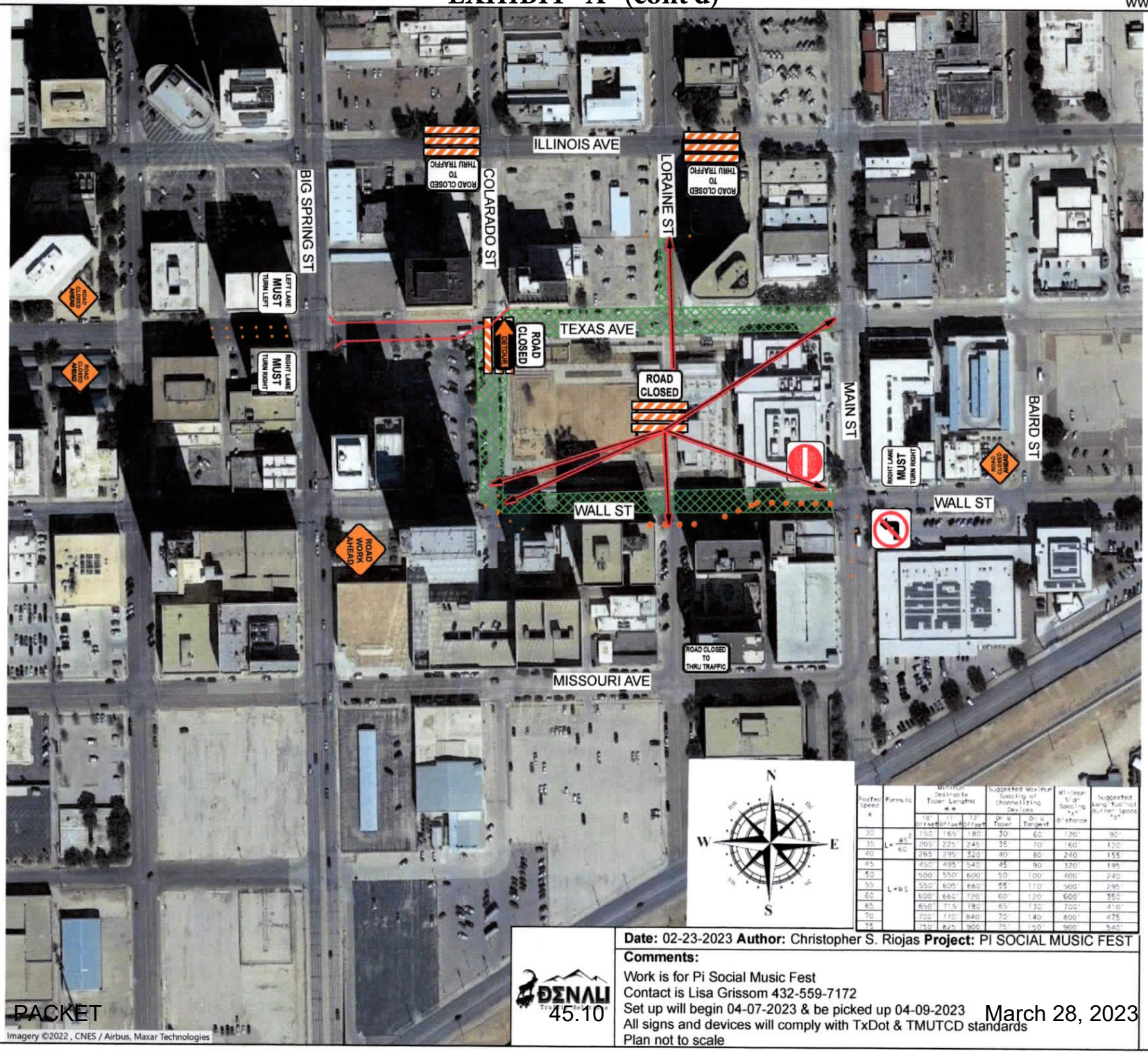
APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

# EXHIBIT "A"


Colorado
Cars Parked for show, see extra page
TEXAS AVE.
Porta Pots
Cooler
Porta Pots
Food Truck
BAR
Food Truck
Food Truck
Food Truck
Food Truck
DUMPSTER
VIP BAR
BLUE = TENTS
GREEN = TALL FENCING
YELLOW = EMERGENCY EXITS
Orange = VIP Short fencing
STAGE
40 X 32
PARK STORAGE
OFFICE
GA
VIP
Porta Pots
BAR
WALL ST.
GA




| Posted Speed S | Formula | Minimum Desirable Taper Lengths ** 10' Offset | 11' Offset | 12' Offset | Suggested Maximum Spacing of Channelizing Devices 20' or Less Taper | 40' or Tangent | Minimum Sign Spacing "X" Distance | Suggested Longitudinal Buffer Space "Q" |
|---|---|---|---|---|---|---|---|---|
| 30 | L= WS²/60 | 150' | 165' | 180' | 30' | 60' | 120' | 90' |
| 35 | | 205' | 225' | 245' | 35' | 70' | 160' | 120' |
| 40 | | 265' | 295' | 320' | 40' | 80' | 240' | 155' |
| 45 | L=WS | 450' | 495' | 540' | 45' | 90' | 320' | 195' |
| 50 | | 500' | 550' | 600' | 50' | 100' | 400' | 240' |
| 55 | | 550' | 605' | 660' | 55' | 110' | 500' | 295' |
| 60 | | 600' | 660' | 720' | 60' | 120' | 600' | 350' |
| 65 | | 650' | 715' | 780' | 65' | 130' | 700' | 410' |
| 70 | | 700' | 770' | 840' | 70' | 140' | 800' | 475' |
| 75 | | 750' | 825' | 900' | 75' | 150' | 900' | 540' |

**Date:** 02-23-2023 **Author:** Christopher S. Riojas **Project:** PI SOCIAL MUSIC FEST

**Comments:**

Work is for Pi Social Music Fest
Contact is Lisa Grissom 432-559-7172
Set up will begin 04-07-2023 & be picked up 04-09-2023
All signs and devices will comply with TxDot & TMUTCD standards
Plan not to scale

# EXHIBIT "A" (cont'd)

Pi Social LLC & Promising Projects
Tall City American Music Fest & Car Show
April 8, 2023
Centennial Park Midland and surrounding streets

* 120' on the north side of Texas Avenue, east of Colorado Street, we would like to have 10 cars parked that will be participating in the Car Show portion of the event. The car owners will be sitting next to their cars throughout the event. In case of an emergency situation where access to the Petroleum Building is needed the cars owners will be able to move the vehicles.

MIDLAND Planning Division

**Temporary Land Use Application**

Project Number: TLU-23-0131

Case Number: _____

**Event Name:** Tall City American music fest and car show

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Pivotal Promising Projects | | Phone (325) 665-6445<br>Email enriquedwinal@gmail.com | |
| Address 202 W wall st suite 104 | City Midland | State TX | Zip 79701 |

| | | | |
|---|---|---|---|
| **Property Owner**<br>Printed Name: City of Midland | | Phone ( )<br>Email | |
| Address 300 N Loraine st | City Midland | State TX | Zip |

| | | | |
|---|---|---|---|
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: _____<br>Printed Name: | | Phone ( )<br>Email | |
| Address | City | State | Zip |

**Street Address:** 200 W wall st

**Legal Description**
Lot: ~~1~~ 1A Block: 55 Subdivision: ORIGINAL TOWN

**Current Zoning:** CB

**Type of Temporary Use Requested:**

**Description of Event:** Live Concert and Car Show with Food and Alcohol Vendors.

**Duration of Temporary Use:** April 7th, 12am - April 8th, 12am

*If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.*

**Proposed Days and Hours:** April 8th, 8:00am - 12:00am

**Will alcoholic beverages be sold?** ☑ Yes ☐ No

*If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.*

**Are you requesting the temporary closure of any streets?** ☐ Yes ☐ No

*If yes, you must:*

A. Complete the "**Special Event and Street Closure Application**", available from the Planning Division (4th Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

| | | |
|---|---|---|
| **Number of Peace Offices Provided:** 15<br>*Contact the Midland Police Department to schedule off-duty police officers.*<br>Sergeant Brian Stacey | | |
| **Type of Music** *(carnival, live, etc.)*: live music | | |
| **Showmobile** *(portable stage)* **Requested:** ☐ Yes ☑ No | Days & Hours: | |
| **Number of Restroom Fixtures Provided:** *Men* | **Toilets/Urinals:** 15 / | **Bathroom Sinks:** 4 |
| *Women* | **Toilets:** 15 | **Bathroom Sinks:** 4 |
| *Unisex* | **Toilets:** 4 | **Bathroom Sinks:** |

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

| **Signatures** | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): | Date: |
| Property Owner (printed): | |
| Representative (signature): Enrique Duimal | Date: 2-24-23 |
| Representative (printed): Enrique Duimal | |

*The Temporary Land Use Permit shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

****Application will not be considered for scheduling until reviewed by a planner.****

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 Enrique Dimas who, being by me duly sworn, upon oath says: That (s)he is authorized by Enrique Dimas, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of February, 2023, to certify which witness my hand and seal of office.

DIANA E RODRIGUEZ
Notary ID #130387222
My Commission Expires
September 29, 2023

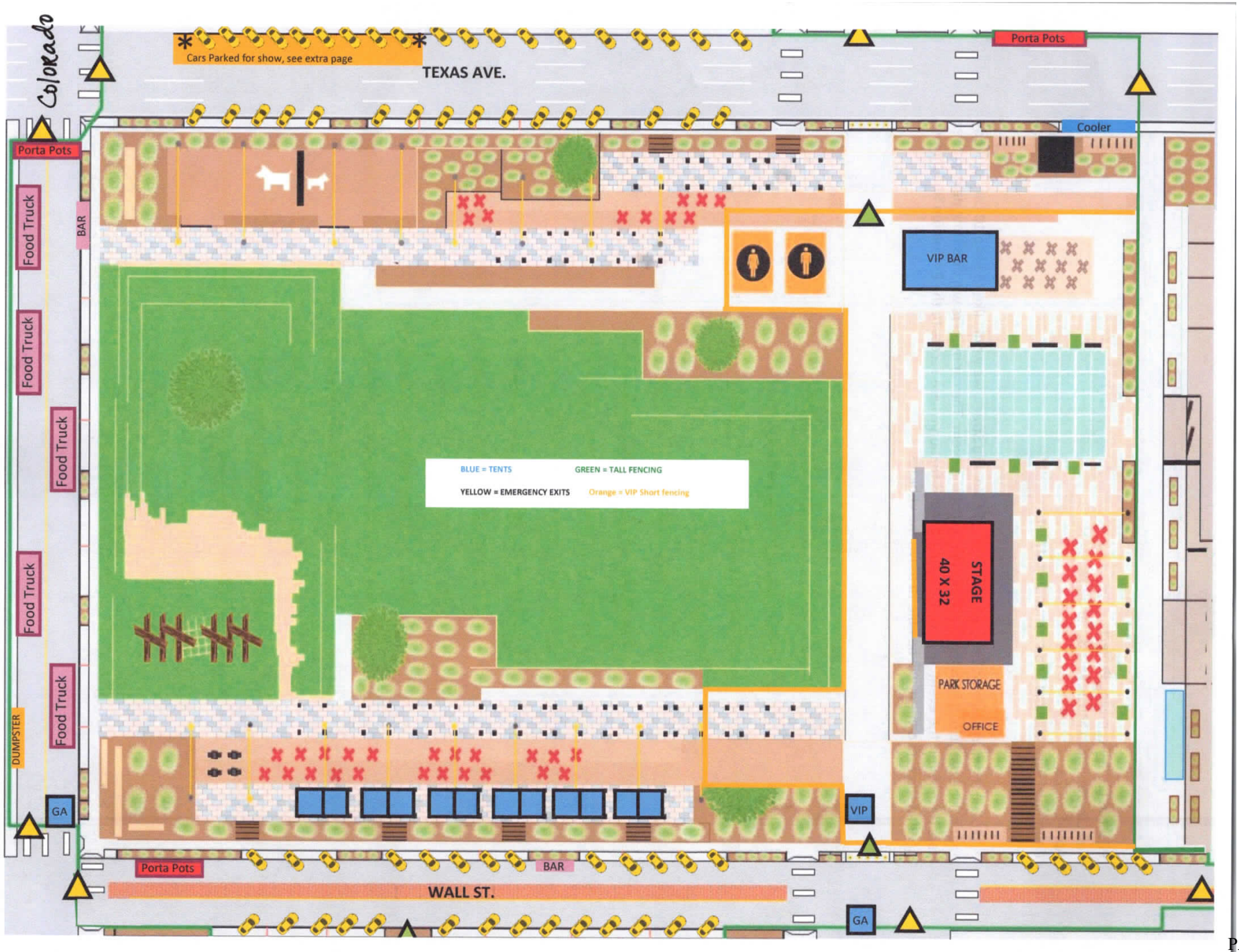
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

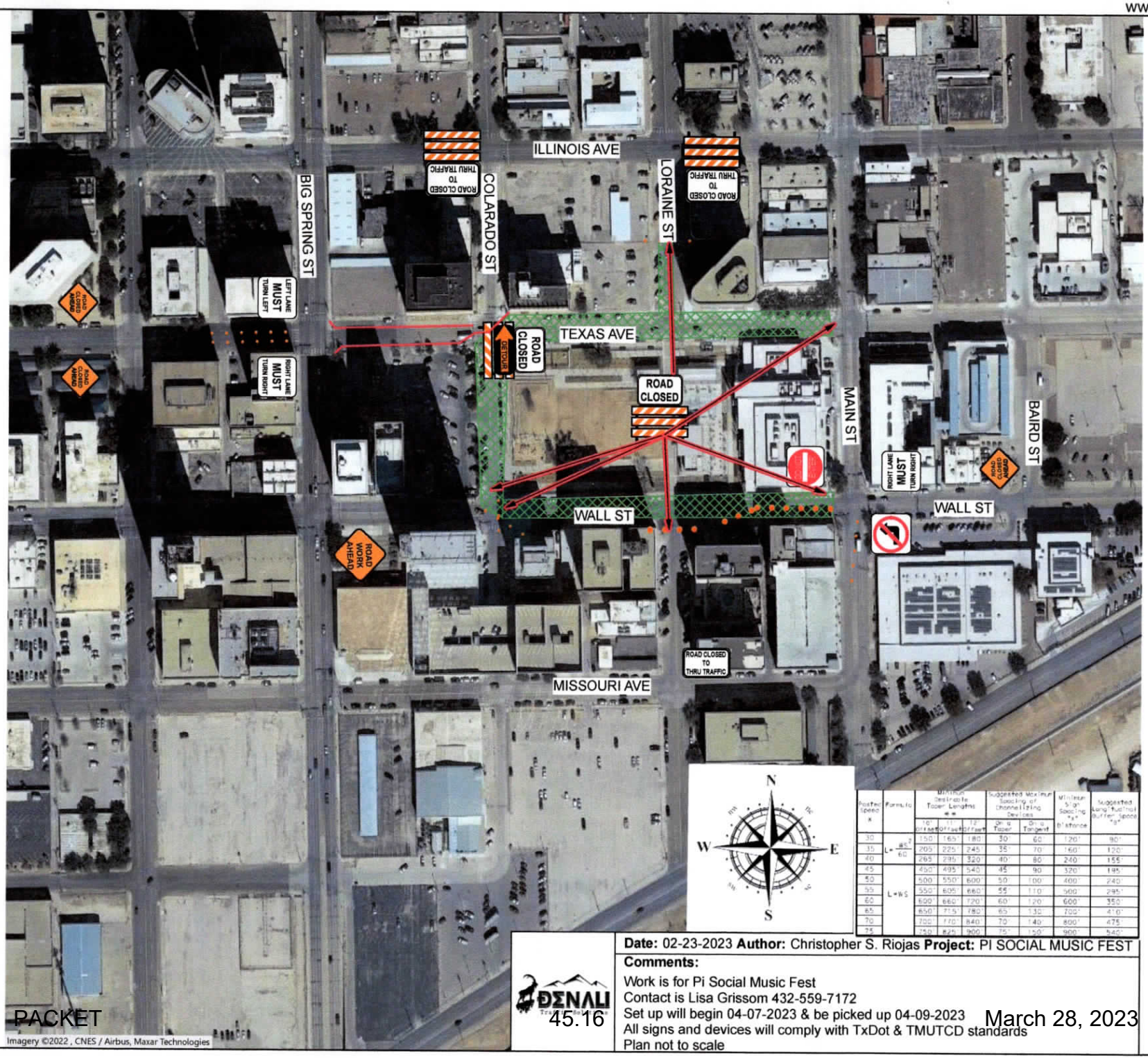
**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☐ Liability Insurance (Street Closure) |
| ☑ Dimensioned Site Plan | ☑ Traffic Control Plan (Street Closure) |
| ☑ Plans in Digital Format (PDF/JPEG) | ☐ Clean-Up Deposit |
| ☑ Application Fee | Check # Waived by ES |
| Check # 001 | ☐ Damage Deposit |
| ☐ Administrative Approval | Check # Waived by ES |
| Received By: DH | Date: RECEIVED FEB 24 2023 |

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****


Colorado
Cars Parked for show, see extra page
TEXAS AVE.
Porta Pots
Cooler
Porta Pots
Food Truck
BAR
Food Truck
Food Truck
Food Truck
Food Truck
DUMPSTER
VIP BAR
BLUE = TENTS
GREEN = TALL FENCING
YELLOW = EMERGENCY EXITS
Orange = VIP Short fencing
STAGE
40 X 32
PARK STORAGE
OFFICE
GA
VIP
Porta Pots
BAR
WALL ST.
GA




| Posted Speed X | Formula | Minimum Desirable Taper Lengths ** 10' Offset | 11' Offset | 12' Offset | Suggested Maximum Spacing of Channelizing Devices: On a Taper | On a Tangent | Minimum Sight Distance *** | Suggested Longitudinal Buffer Space **** |
|---|---|---|---|---|---|---|---|---|
| 30 | L= WS²/60 | 150' | 165' | 180' | 30' | 60' | 120' | 90' |
| 35 | | 205' | 225' | 245' | 35' | 70' | 160' | 120' |
| 40 | | 265' | 295' | 320' | 40' | 80' | 240' | 155' |
| 45 | L=WS | 450' | 495' | 540' | 45' | 90' | 320' | 195' |
| 50 | | 500' | 550' | 600' | 50' | 100' | 400' | 240' |
| 55 | | 550' | 605' | 660' | 55' | 110' | 500' | 295' |
| 60 | | 600' | 660' | 720' | 60' | 120' | 600' | 350' |
| 65 | | 650' | 715' | 780' | 65' | 130' | 700' | 410' |
| 70 | | 700' | 770' | 840' | 70' | 140' | 800' | 475' |
| 75 | | 750' | 825' | 900' | 75' | 150' | 900' | 540' |

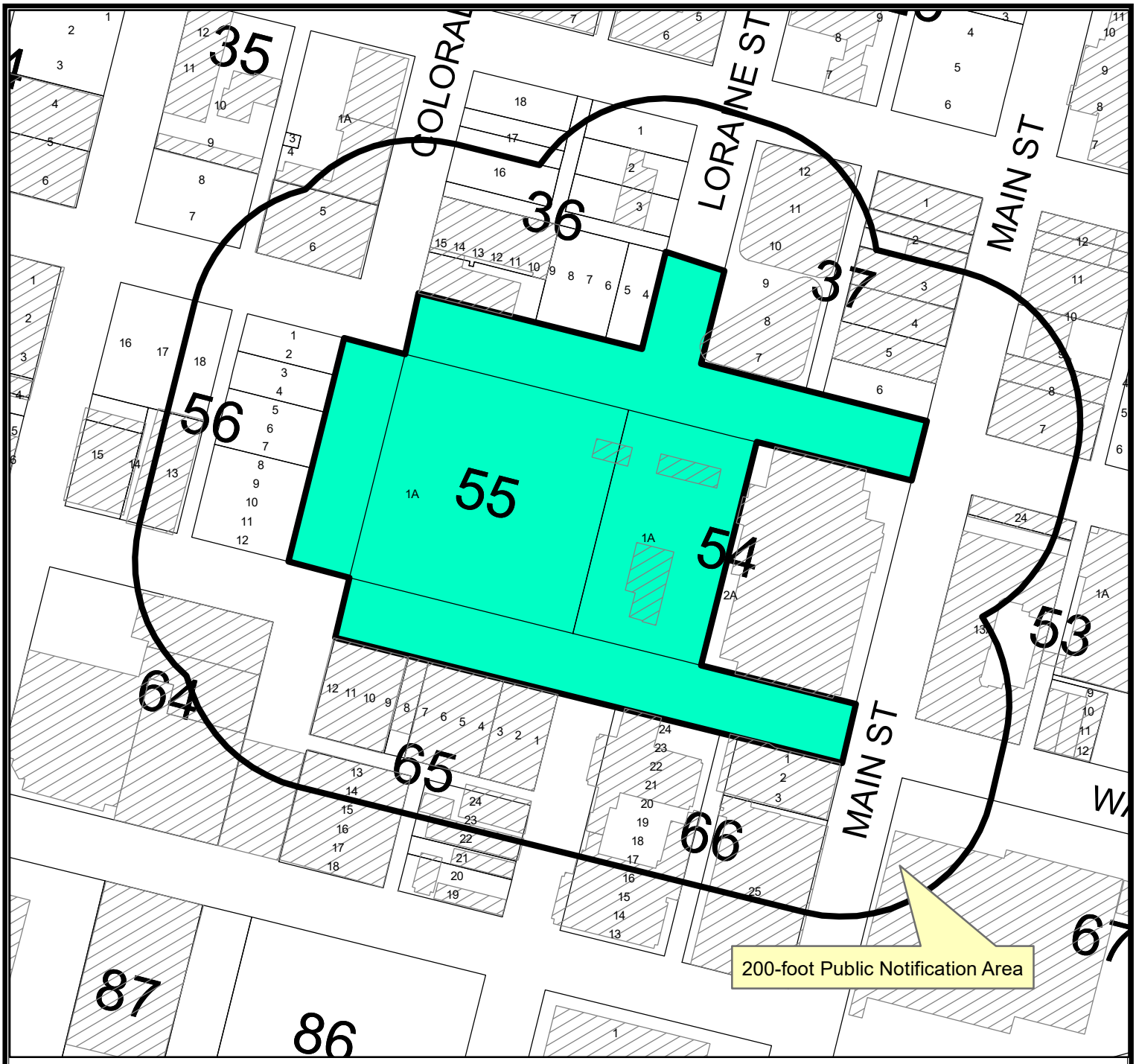
**Date:** 02-23-2023 **Author:** Christopher S. Riojas **Project:** PI SOCIAL MUSIC FEST

**Comments:**

Work is for Pi Social Music Fest
Contact is Lisa Grissom 432-559-7172
Set up will begin 04-07-2023 & be picked up 04-09-2023
All signs and devices will comply with TxDot & TMUTCD standards
Plan not to scale

Pi Social LLC & Promising Projects
Tall City American Music Fest & Car Show
April 8, 2023
Centennial Park Midland and surrounding streets

* 120' on the north side of Texas Avenue, east of Colorado Street, we would like to have 10 cars parked that will be participating in the Car Show portion of the event. The car owners will be sitting next to their cars throughout the event. In case of an emergency situation where access to the Petroleum Building is needed the cars owners will be able to move the vehicles.




# LOCATION MAP

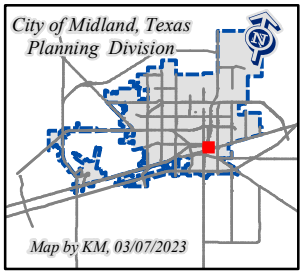
**TLU-23-0131** **Scale: 1" = 200'**

Lot 1A, Block 54, Lot 1A, Block 55, Original Town, Section 14, a 0.28-acre portion of the N Loraine Street right-of-way, adjacent to Lots 4-5, Block 36 and Lots 7-9, Block 37, Original Town, a 0.54-acre portion of the N Colorado Street right-of-way adjacent to Lot 1A, Block 55, Original Town, Section 14, a 1.25-acre portion of the W Wall Street right-of-way and a 1.25-acre portion of the W Texas Avenue right-of-way, both adjacent to Block 54 and 55, Original Town, Section 14, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of W. Texas Avenue and N. Colorado Street-Centennial Park. Council District 2)

**LEGEND**

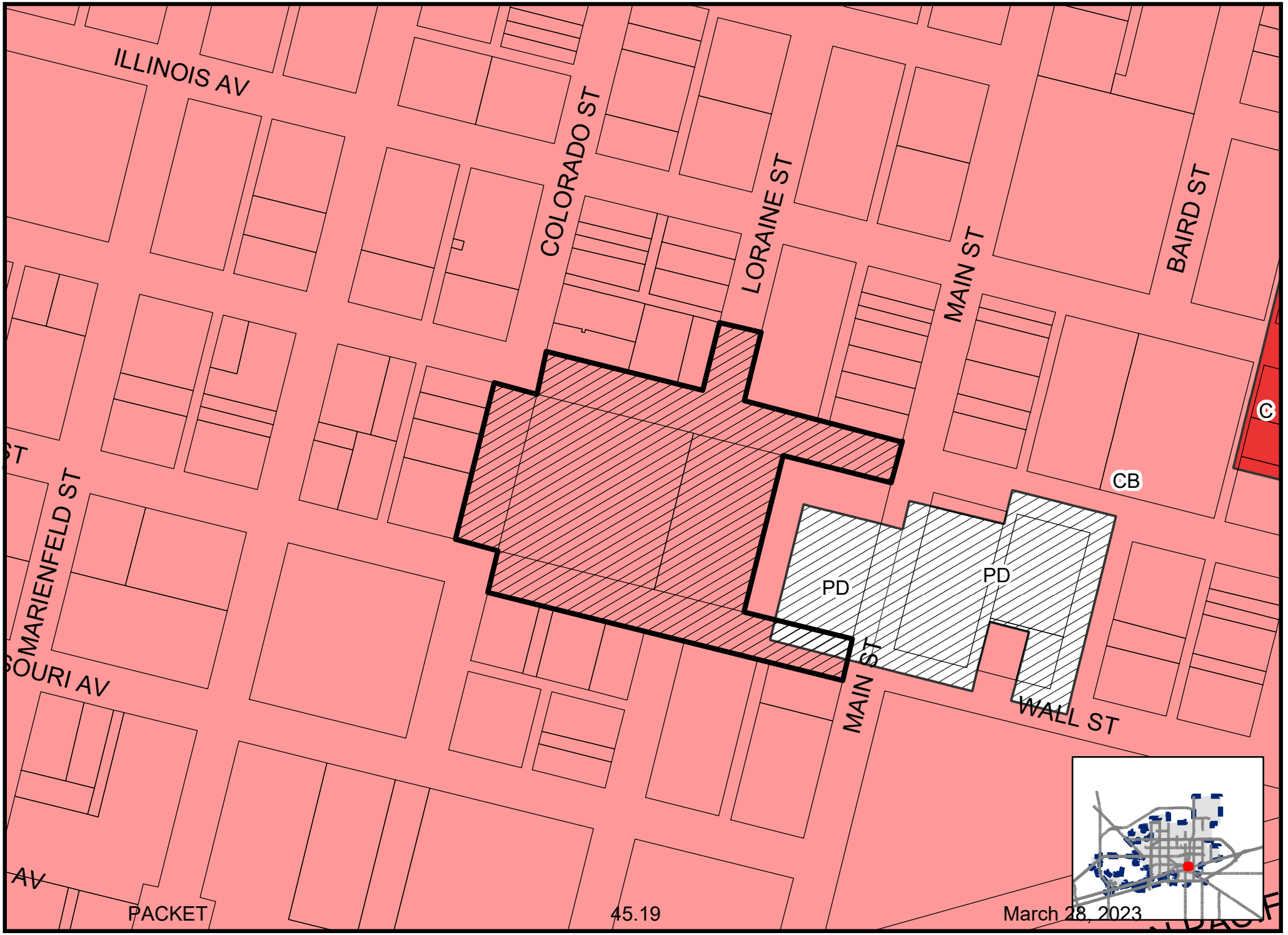
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By KM, 03/02/2023*

**TLU-23-0131**

**Scale: 1" = 200'**

# ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




Loraine St
100 N
LEFT LANE
ONLY
Bush Convention Center





# City Council Meeting

**Item Number:** 46

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Kelly Martinez, Senior Planner

**Subject:** AN ORDINANCE VACATING AND ABANDONING A 0.042-ACRE PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 3, BLOCK 11, ELMWOOD ADDITION, AND LOT 1, BLOCK 15, ELMWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MARIENFIELD STREET, APPROXIMATELY 250 FEET SOUTH OF WEST CUTHBERT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $7,232.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, LCA, is requesting to vacate a 0.042-acre portion of the alley right-of-way, located adjacent to Lots 1-3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas for future development.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

The 2023 appraised value of the right-of-way is $4.00 per square foot, for a total value of $7,232.

**Discussion:**

The approximated area that will be vacated is 1,808 square feet (0.042 acres). The applicant is requesting to vacate the alley for future development. Additionally, they will be replatting into

multiple lots for the new development. The alley currently has traffic signs to prevent any through traffic.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $4.00 per square foot or $7,232.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

**Oil and Gas: (Approved)**

No oil and gas issues.

**Building Code: (Approved)**

No objections.

**Engineering: (Approved with Conditions)**

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

**Fire: (Approved)**

No objections.

**Transportation: (Approved)**

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

**GIS: (Approved)**

No comments.

**AT&T: (Approved)**

I don't see anything in that area, so I am good with the vacate.

**Atmos: (Approved with Conditions)**

Atmos Energy currently has facilities located within the above-described alley Right of Way between N. Marienfeld and N. Big Spring. We currently have a gas main that extends along this alley right of way. Atmos could vacate the referenced portion, however since we are currently

serving customers off this line, we would need to maintain a utility easement or relocate our facilities. Any relocation costs would be passed on to the individual or entity requesting the vacate.

**Astound: (Approved)**

We are not in the section of that alleyway, except for the one light pole leading into the parking space that is there which is the ROW.

**Oncor: (Approved)**

We have checked on this site, and Oncor is clear of all facilities and easements.

**Optimum: (Approved)**

Our plant is on the poles on the west side off, Marienfield.

**Midland Central Appraisal District: (Approved)**

Estimated value for this property is $ 7,232.

**Planning:**

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of a 0.042-acre portion of the alley right-of-way, located adjacent to Lots 1-3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas, for future development to be subject to conditions A through C.

**Conditions:**

A. **That the City of Midland has received from the property owner the sum of $7,232.**

B. **That an accessible nonexclusive utility easement is retained.**

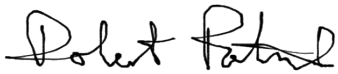
C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

**Letters of Objection:**

As of March 15, 2023, staff has not received any letters of objection to this request.

**Attachments:**

Application
Metes and Bounds (Exhibit A)
Vacation Survey (Exhibit B)
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE VACATING AND ABANDONING A 0.042-ACRE PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 3, BLOCK 11, ELMWOOD ADDITION, AND LOT 1, BLOCK 15, ELMWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MARIENFIELD STREET, APPROXIMATELY 250 FEET SOUTH OF WEST CUTHBERT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $7,232.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY**

**WHEREAS**, it has been determined by the Midland City Council that a 0.042-acre portion of the alley right-of-way located adjacent to Lots 1 through 3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas, as described in Exhibits "A" and "B" attached hereto and made a part hereof for all legal purposes (the "Property"), 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 Property 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 Property at $7,232.00, 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 abandon and vacate the Property;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

**SECTION TWO.** That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $7,232.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

**SECTION THREE.** That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

**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., 2023; 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., 2023, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LCA

*ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING*

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

**EXHIBIT "A"**
**ALLEY CLOSURE**
**LOCATED IN BLOCK 11,**
**ELMWOOD EXTENSION (SECTION 2)**
**MIDLAND, MIDLAND COUNTY, TEXAS**

**BEING A 0.042-ACRE 15-FOOT-WIDE ALLEY LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) AS RECORDED IN CABINET B, PAGE 318, OF THE MIDLAND COUNTY PLAT RECORDS, AND BEING BOUNDED ON THE NORTH BY LOTS 1, 2 AND 3 BLOCK 11, OF SAID ELMWOOD EXTENSION (SECTION 2) BOUNDED ON THE SOUTH BY LOT 1, BLOCK 15, ELMWOOD ADDITION SECTION 2 RECORDED IN CAB. D, PAGE 17, BOUNDED ON THE EAST BY STATE HIGHWAY 349 COMMONLY KNOWN AS N. BIG SPRING STREET A 80-FOOT-WIDE PUBLIC RIGHT OF WAY AND BOUNDED ON THE WEST BY NORTH MARIENFELD STREET A 49.5-FOOT-WIDE PUBLIC RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at (Y= 10,697,953.56'and X= 1,755,409.56') a found 1/2 iron rod with cap marked "Schumann" on the west line of said N. Big Spring Street same being the Northeast corner of said Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE South 75°33'03" West with the South line of this 15-foot-wide alley same being the North line of said Lot 1, Block 15, a distance of 120.50 feet to a point in the West line of said North Marienfeld Street for the Northwest corner of Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE North 14°21'25" West along the East line of said North Marienfeld Street a distance of 15.00 feet to a point for the Southwest corner of Lot 3, Block 11, of said Elmwood Extension (Section 2);

THENCE North 75°33'03" East along the North line of this 15-foot-wide alley and the South line of Block 11, of said Elmwood Extension (Section 2) a distance of 120.65 feet to a point in the West line of said N. Big Spring Street;

THENCE along the West line of N. Big Spring Street with a curve to the left having a radius of 1677.02 feet, a chord bearing and distance of South 14°47'14" East 15.00 feet and a delta angle of 00°30'45" with an arc length of 15.00 feet to the Point of Beginning containing 1808 square feet or 0.042 Acres as depicted on the attached EXHIBIT B.

Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon the City of Midland, control monument 6405, with a theta angle of -00°54'03.551" and a combined grid factor of 0.999900197.

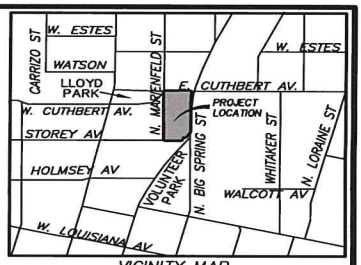
LCA

Randy A. Anderson, RPLS 5403
February 03, 2023

LCA Project No. 2022-062
EXHIBIT "B" accompanies this description



# EXHIBIT "B"
# ALLEY CLOSURE
## LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



VICINITY MAP
SCALE: N.T.S.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
SOUTH 25' OF LOT 7, BLOCK 11,
REPLAT OF BLOCK C, COWDEN ADDITION AND
BLOCKS 11 AND 12 ELMWOOD EXTENSION
VOL. 82, PG. 388, D.R.M.C.T.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
LOTS 1-3 BLOCK 11,
ELMWOOD EXTENSION
(SECTION 2)
CAB. B, PG. 318,
M.C.P.R.

11

3 2 1

ELMWOOD ADDITION
6

20' ALLEY

L3

1,808 SQ. FT. (0.042 ACRE)
ALLEY TO BE ABANDONED

15' ALLEY

L1

L2

C1

1/2" IRF w/ CAP "SCHUMANN"

8.80'

5/8" IRF

P.O.B.
Y=10,697,953.56
X=1,755,409.56

NORTH MARIENFELD STREET
49.50' R.O.W.

N. BIG SPRING STREET
(STATE HIGHWAY 349)
80' R.O.W.

MARK L. BRANUM
DOC. NO. 2016-5681,
O.P.R.M.C.T.
ELMWOOD ADDITION
SECTION 2
CAB. D, PG. 17,
M.C.P.R.

15

1

ELMWOOD ADDITION
6

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 75°33'03" W | 120.50' |
| L2 | N 14°21'25" W | 15.00' |
| L3 | N 75°33'03" E | 120.65' |

STOREY AVENUE
60' R.O.W.

MARK. L. BRANUM
0.035 ACRES
NORTH PART OF LOT 2
DOC. NO. 2018-32359,
O.P.R.M.C.T.

MARIENFELD STREET
60' R.O.W.

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 1677.02' | 15.00' | 15.00' | S 13°47'14" E | 0°30'45" |

NOTES:
1. Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon GPS-VRS observations, with a theta angle of -00°53'58" and a combined grid factor of 0.999900439.
2. Improvements, Easements, and Rights-of-Way that may affect this tract are not shown on this survey.
3. A metes and bounds description exhibit "A", accompanies this exhibit.

LEGEND

| | |
|---|---|
| ⊙ | FOUND 1/2" I.R. UNLESS OTHERWISE NOTED |
| ○ | SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX" |
| O.P.R.M.C.T. | OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS |
| M.C.P.R. | MIDLAND COUNTY PLAT RECORD |
| D.R.M.C.T. | DEED RECORDS MIDLAND COUNTY, TEXAS |
| (CM) | CONTROL MONUMENT |
| Ⓥ | EXISTING WATER VALVE |
| Ⓢ | EXISTING SEWER MANHOLE |
| SCO | EXISTING SEWER CLEAN OUT |
| UG | EXISTING UNDERGROUND POWER |
| FO | EXISTING FIBER OPTIC |
| G | EXISTING GAS LINE |
| S | EXISTING SEWER LINE |
| W | EXISTING WATER LINE |
| UG | EXISTING UNDERGROUND POWER |
| T | EXISTING OVERHEAD TELEPHONE |
| OH | EXISTING OVERHEAD ELECTRIC |
| ⌒ | EXISTING GUY ANCHOR |
| ● | EXISTING POWER POLE |

Randy Anderson
Randy A. Anderson, R.P.L.S. #5403
02-03-2023

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL LAND SURVEYOR

35' 0 35'
SCALE : 1" = 35'



March 28, 2023

LCA
ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

MIDLAND
Feel the Energy!

Office of the City Manager

March 14, 2023

Midland City Council
City of Midland, Texas

**RE: Request for vacation of a 0.042-acre portion of the alley right-of-way located adjacent to Lots 1 through 3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, 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 $7,232.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Robert Patrick
City Manager



300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

LCA Job # 22-076

MIDLAND Planning Division

**Vacate Right-of-Way/Public Utility Easement/Land/Street Application**

Project Number: V-23-00016

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: LCA- Agent for Mark L. Branum | | Phone ( 432) 332-5058 Email mbo@lcaodessa.com | |
|---|---|---|---|
| Address 521 N. Texas Avenue | City Odessa | State TX | Zip 79761 |

**Application is hereby made to the City Council to vacate the following:**

- ☒ Right-of-Way (Alley)
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

**Description of Address:** 20ft alley between addresses 1001 N. Marienfeld & 1003 N. Big Spring St.

**Reason for Request:** The alley has signs in place to prevent through traffic and to facilitate the replating of multiple lots into one lot for future development

**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:** They alley has signs in place to prevent through traffic and to facilitate the replating of multiple lots into one lot for future development

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

**Utility Company Approval**

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Sharyland Utilities
- Grande Communications
- Oncor Electric

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

## 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.

| **Signatures** Melanie Mattingly - LCA Agent | | |
|---|---|---|
| Applicant (signature): LCA Agent | | Date: 2-7-23 |
| **Affected Property Owners:** | | |
| Signature: | Print: | Date: |
| Signature: | Print: | Date |
| Signature: | Print: | Date |
| Signature: | Print: | Date |

*The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

**FOR OFFICE USE ONLY**

☐ 1 FOLDED Copy of Survey Plat ☒ Plans in Digital Format (PDF/JPEG)

☒ Application Fee

Check # CC FORM

Received By: DH Date:



****Application will not be considered for scheduling until reviewed by a planner.****

LCA

*ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING*

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

**EXHIBIT "A"**
**ALLEY CLOSURE**
**LOCATED IN BLOCK 11,**
**ELMWOOD EXTENSION (SECTION 2)**
**MIDLAND, MIDLAND COUNTY, TEXAS**

**BEING A 0.042-ACRE 15-FOOT-WIDE ALLEY LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) AS RECORDED IN CABINET B, PAGE 318, OF THE MIDLAND COUNTY PLAT RECORDS, AND BEING BOUNDED ON THE NORTH BY LOTS 1, 2 AND 3 BLOCK 11, OF SAID ELMWOOD EXTENSION (SECTION 2) BOUNDED ON THE SOUTH BY LOT 1, BLOCK 15, ELMWOOD ADDITION SECTION 2 RECORDED IN CAB. D, PAGE 17, BOUNDED ON THE EAST BY STATE HIGHWAY 349 COMMONLY KNOWN AS N. BIG SPRING STREET A 80-FOOT-WIDE PUBLIC RIGHT OF WAY AND BOUNDED ON THE WEST BY NORTH MARIENFELD STREET A 49.5-FOOT-WIDE PUBLIC RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at (Y= 10,697,953.56'and X= 1,755,409.56') a found 1/2 iron rod with cap marked "Schumann" on the west line of said N. Big Spring Street same being the Northeast corner of said Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE South 75°33'03" West with the South line of this 15-foot-wide alley same being the North line of said Lot 1, Block 15, a distance of 120.50 feet to a point in the West line of said North Marienfeld Street for the Northwest corner of Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE North 14°21'25" West along the East line of said North Marienfeld Street a distance of 15.00 feet to a point for the Southwest corner of Lot 3, Block 11, of said Elmwood Extension (Section 2);

THENCE North 75°33'03" East along the North line of this 15-foot-wide alley and the South line of Block 11, of said Elmwood Extension (Section 2) a distance of 120.65 feet to a point in the West line of said N. Big Spring Street;

THENCE along the West line of N. Big Spring Street with a curve to the left having a radius of 1677.02 feet, a chord bearing and distance of South 14°47'14" East 15.00 feet and a delta angle of 00°30'45" with an arc length of 15.00 feet to the Point of Beginning containing 1808 square feet or 0.042 Acres as depicted on the attached EXHIBIT B.

Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon the City of Midland, control monument 6405, with a theta angle of -00°54'03.551" and a combined grid factor of 0.999900197.

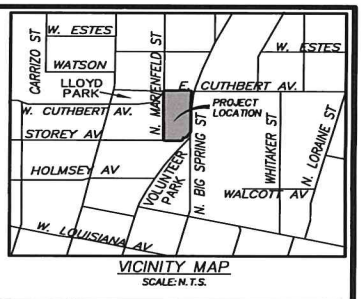
LCA

Randy A. Anderson, RPLS 5403
February 03, 2023

LCA Project No. 2022-062
EXHIBIT "B" accompanies this description



# EXHIBIT "B"
# ALLEY CLOSURE
## LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



VICINITY MAP
SCALE: N.T.S.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
SOUTH 25' OF LOT 7, BLOCK 11,
REPLAT OF BLOCK C, COWDEN ADDITION AND
BLOCKS 11 AND 12 ELMWOOD EXTENSION
VOL. 82, PG. 388, D.R.M.C.T.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
LOTS 1-3 BLOCK 11,
ELMWOOD EXTENSION
(SECTION 2)
CAB. B, PG. 318,
M.C.P.R.

11

3 2 1

ELMWOOD ADDITION
6

20' ALLEY

L3

1,808 SQ. FT. (0.042 ACRE)
ALLEY TO BE ABANDONED

15' ALLEY

L1

C1

1/2" IRF w/ CAP "SCHUMANN"

8.80'

5/8" IRF

P.O.B.
Y=10,697,953.56
X=1,755,409.56

NORTH MARIENFELD STREET
49.50' R.O.W.

N. BIG SPRING STREET
(STATE HIGHWAY 349)
80' R.O.W.

MARK L. BRANUM
DOC. NO. 2016-5681,
O.P.R.M.C.T.
ELMWOOD ADDITION
SECTION 2
CAB. D, PG. 17,
M.C.P.R.

15

1

ELMWOOD ADDITION
6

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 75°33'03" W | 120.50' |
| L2 | N 14°21'25" W | 15.00' |
| L3 | N 75°33'03" E | 120.65' |

STOREY AVENUE
60' R.O.W.

MARK. L. BRANUM
0.035 ACRES
NORTH PART OF LOT 2
DOC. NO. 2018-32359,
O.P.R.M.C.T.

MARIENFELD STREET
60' R.O.W.

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 1677.02' | 15.00' | 15.00' | S 13°47'14" E | 0°30'45" |

NOTES:
1. Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon GPS-VRS observations, with a theta angle of -00°53'58" and a combined grid factor of 0.999900439.
2. Improvements, Easements, and Rights-of-Way that may affect this tract are not shown on this survey.
3. A metes and bounds description exhibit "A", accompanies this exhibit.

LEGEND

| | |
|---|---|
| ⊙ | FOUND 1/2" I.R. UNLESS OTHERWISE NOTED |
| ○ | SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX" |
| O.P.R.M.C.T. | OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS |
| M.C.P.R. | MIDLAND COUNTY PLAT RECORD |
| D.R.M.C.T. | DEED RECORDS MIDLAND COUNTY, TEXAS |
| (CM) | CONTROL MONUMENT |
| Ⓥ | EXISTING WATER VALVE |
| Ⓢ | EXISTING SEWER MANHOLE |
| Ⓒ.O | EXISTING SEWER CLEAN OUT |
| UG | EXISTING UNDERGROUND POWER |
| FO | EXISTING FIBER OPTIC |
| G | EXISTING GAS LINE |
| S | EXISTING SEWER LINE |
| W | EXISTING WATER LINE |
| UG | EXISTING UNDERGROUND POWER |
| T | EXISTING OVERHEAD TELEPHONE |
| OH | EXISTING OVERHEAD ELECTRIC |
| ⌒ | EXISTING GUY ANCHOR |
| ● | EXISTING POWER POLE |

Randy Anderson
Randy A. Anderson, R.P.L.S. #5403
02-03-2023

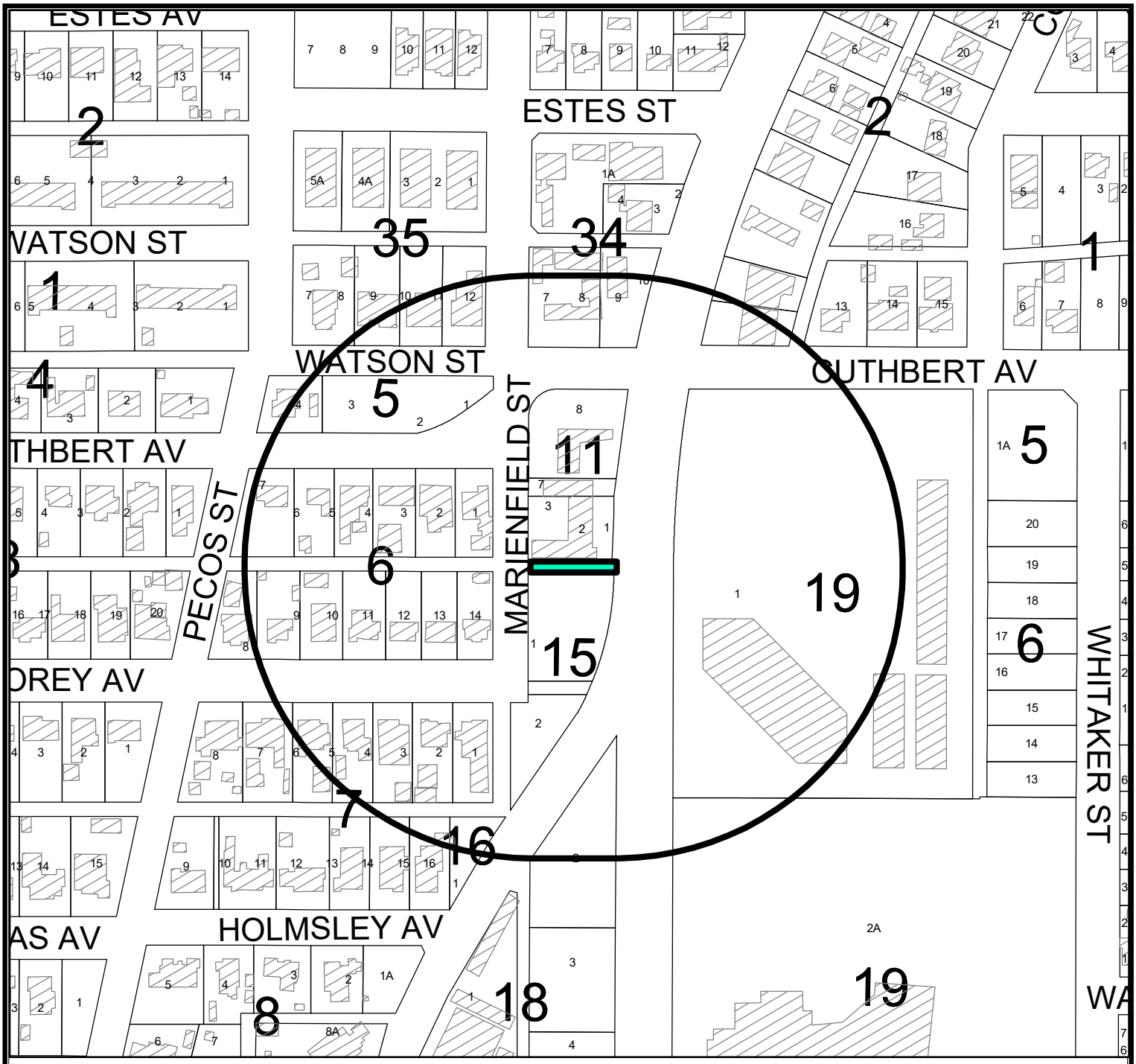
STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL LAND SURVEYOR

35' 0 35'
SCALE : 1" = 35'



March 28, 2023

LCA
ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com




# LOCATION MAP

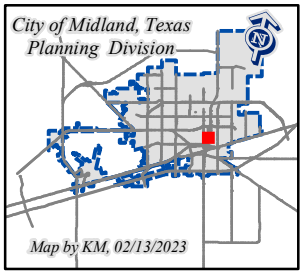
**V-23-0046** **Scale: 1" = 200'**

Consider a request for a vacation of a 0.042-acre portion of the alley right-of-way, located adjacent to Lots 1-3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas.

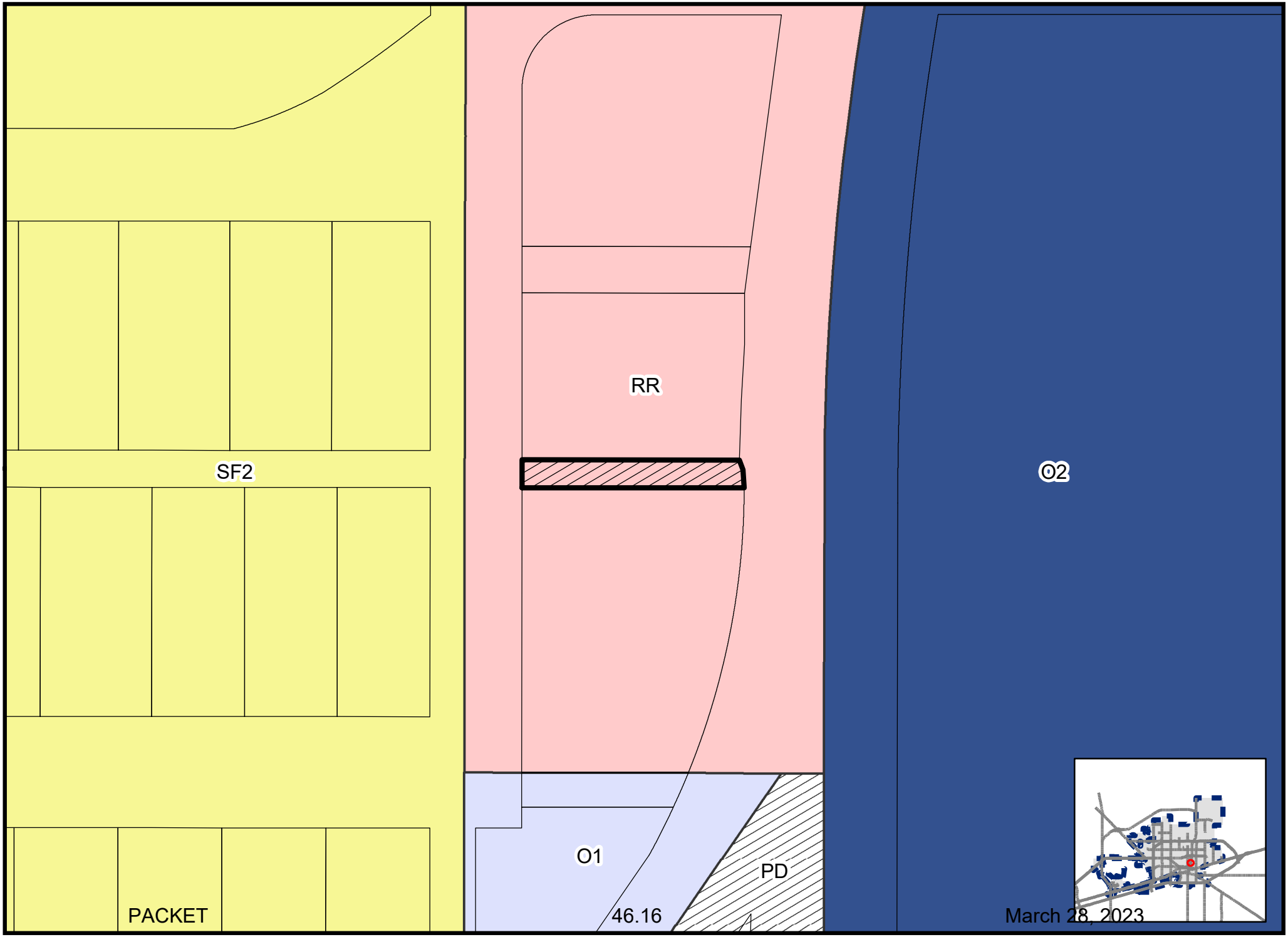
Generally located on the east side of N. Marienfield Street, approximately 250-feet south of W. Cuthbert Avenue. (Council District 3)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By KM, 02/13/2023*

**V-23-0046**

**Scale: 1" = 200'**

# ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









# City Council Meeting

**Item Number:** 47

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Kelly Martinez, Senior Planner

**Subject:** AN ORDINANCE VACATING AND ABANDONING A 2,080-SQUARE FOOT PORTION OF WEST INDUSTRIAL LOOP RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 3, MIDKIFF INDUSTRIAL CENTER, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST INDUSTRIAL LOOP, APPROXIMATELY 250 FEET SOUTH OF COMMERCIAL DRIVE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $1,040.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Stan Williamson, is requesting to vacate a 2,080 square foot portion of the West Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, City and County of Midland, Texas for business purposes.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

The 2023 appraised value of the right-of-way is $0.50 per square foot, for a total value of $1,040.

**Discussion:**

The approximated area that will be vacated is 2,080 square feet The applicant is requesting to vacate the right-of-way to reclaim the 20-foot row that was previously dedicated by plat. The property owner plans to use the ROW for business purposes.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $0.50 per square foot or $1,040.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

**Oil and Gas: (Approved)**

No oil and gas issues.

**Building Code: (Approved)**

No objections.

**Engineering: (Approved)**

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

**Fire: (Approved)**

No objections.

**Transportation: (Approved)**

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

**GIS: (Approved)**

No comments.

**AT&T: (Approved)**

We should be clear there.

**Atmos: (Approved)**

Atmos Energy has no objection to the above referenced changes proposed to the W. Industrial Loop right of way located between Commercial & W. Gist. We currently have no gas lines or facilities located within this section of right of way.

**Astound: (Approved)**

We do not have any services per our maps.

**Oncor: (Approved)**

I have checked on this site, and Oncor is clear of all facilities and easements.

**Optimum: (Approved)**

We are good, as we do not have anything in the shaded area.

**Midland Central Appraisal District: (Approved)**

The vacation area indicated has a current value of $0.50 per square foot or $1,040.

**Planning:**

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of 2,080 square foot portion of the West Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, City and County of Midland, Texas for future development to be subject to conditions A and B.

**Conditions:**

A. **That the City of Midland has received from the property owner the sum of $1,040.**

B. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

**Letters of Objection:**

As of March 15, 2023, staff has not received any letters of objection to this request.

**Attachments:**

Application
Vacation Survey (Exhibit A)
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE VACATING AND ABANDONING A 2,080-SQUARE FOOT PORTION OF WEST INDUSTRIAL LOOP RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 3, MIDKIFF INDUSTRIAL CENTER, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST INDUSTRIAL LOOP, APPROXIMATELY 250 FEET SOUTH OF COMMERCIAL DRIVE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $1,040.00; AND ORDERING RECORDATION BY THE CITY SECRETARY**

**WHEREAS**, it has been determined by the Midland City Council that a 2,080-square foot portion of West Industrial Loop right-of-way located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

**WHEREAS,** 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 Property 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 Property at $1,040.00, 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 Property;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

**SECTION TWO.** That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $1,040.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

**SECTION THREE.** That 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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

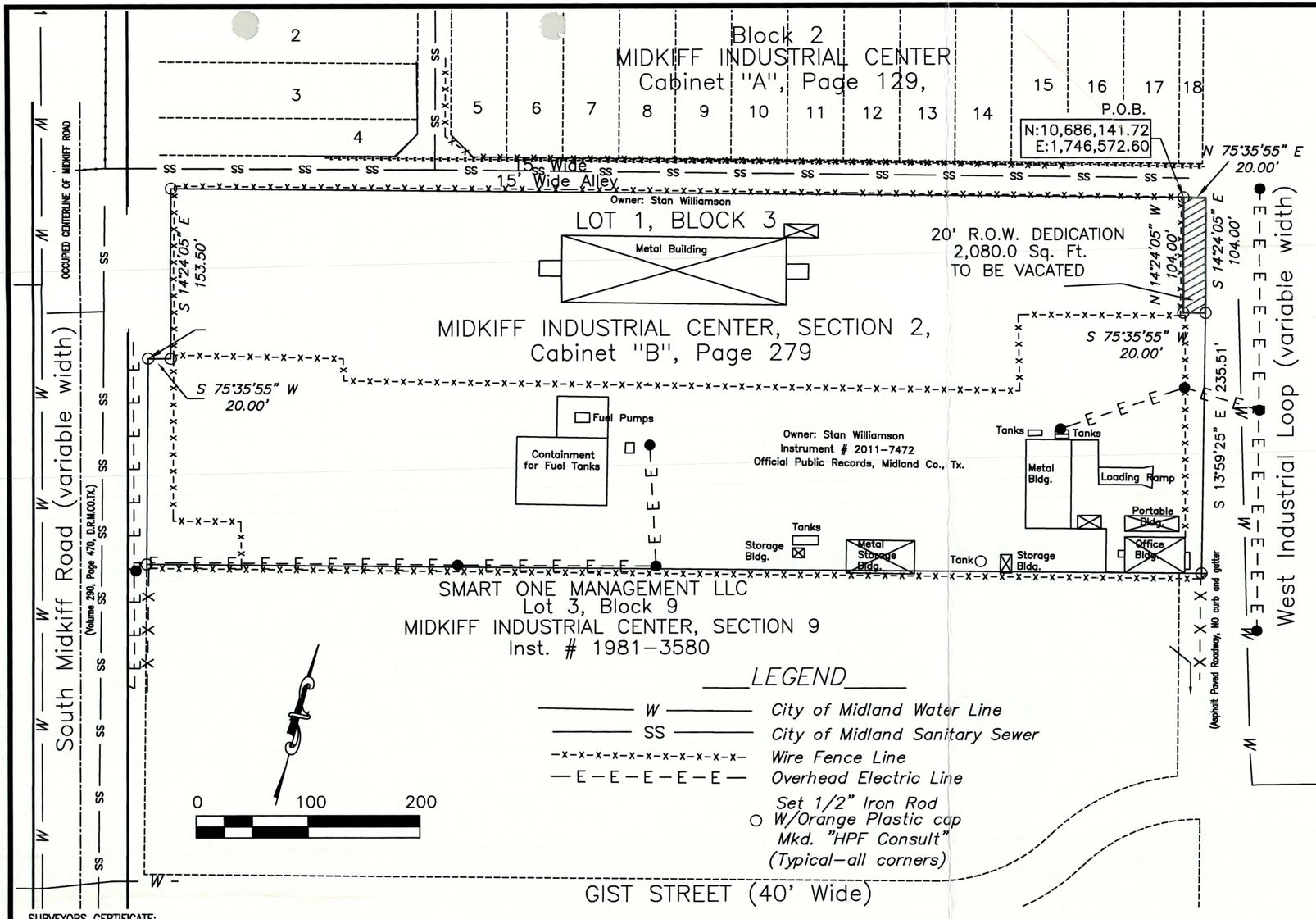
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney




*R.O.W. VACATION*

*LEGAL DESCRIPTION of a 2,080.00 square foot tract of land located on the East side of Lot 1, Block 3, Midkiff Industrial Center, Section 2, filed of record in Cabinet "B", Page 279, Plat Records, Midland County, Texas. Subject tract being situated in Section 4, Block 39, T-2-S, T. & P. R.R. Co. Survey, Midland County, Texas and being more particularly described by metes and bounds as follows:*

*NOTE: All bearings, distances, coordinates, and areas shown hereon are relative to the Texas State Plane Coordinate System, Texas Central Zone (NAD83).*

*BEGINNING at (N:10,686,141.72, E:1,746,572.60) the Northwest corner of the herein described tract, a ½" iron rod with orange plastic cap marked "HPF Consult" found at the Northeast corner of said Lot 1, Block 3, Midkiff Industrial Center, Section 2;*

*THENCE North 75 degrees 35 minutes 55 seconds East a distance of 20.00 feet to the Northeast corner of the herein described tract a point in the West line of West Industrial Loop (variable width);*

*THENCE South 14 degrees 24 minutes 05 seconds East with the West line of said West Industrial Loop a distance of 104.00 feet, to the Southeast corner of the herein described tract, a found ½" iron rod with orange plastic cap marked "HPF Consult";*

*THENCE South 75 degrees 35 minutes 55 seconds West a distance of 20.00 feet to the southwest corner of the herein described tract, a ½" iron rod with orange plastic cap marked "HPF Consult" found at the Southeast corner of said Lot 1, Block 3, Midkiff Industrial Center, Section 2;*

*THENCE North 14 degrees 24 minutes 05 seconds West with the East line of said Lot 1, Block 3, Midkiff Industrial Center, Section 2 a distance of 104.00 feet to the Point of Beginning.*

*Subject tract containing 2,080.00 square feet of land.*

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARCUS L. HOSTAS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WAS PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

Marcus L. Hostas 01/11/2023

MARCUS L. HOSTAS, RPLS
TX. REGISTRATION NUMBER: 5643

STATE OF TEXAS
REGISTERED
MARCUS L. HOSTAS
5643
PROFESSIONAL
LAND SURVEYOR

C:\data\Midkiff Industrial Park\2023\ROW VACATION-20220716\ROW VACATION-20230111.dwg

**EXHIBIT "A"**


HPF CONSULTANTS, INC.
ENGINEERING AND DESIGN
TEXAS REGISTERED
TBPELS FIRM 10194683
3106 N. Big Spring Street
Midland, Texas
432.235.8111
MARCUS.HOSTAS@HPFconsultants.com

MIDLAND
Feel the Energy!

Office of the City Manager

March 14, 2023

Midland City Council
City of Midland, Texas

**RE: Request for vacation of a 2,080-square foot portion of West Industrial Loop right-of-way located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, 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 $1,040.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Robert Patrick
City Manager



300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

MIDLAND
Planning Division

**Vacate Right-of-Way/Public Utility Easement/Land/Street Application**

Project Number: V-23-0047

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Stan Williamson | | Phone ( 432 )631-1680 Email stan@industrialoilsinc.com | |
|---|---|---|---|
| Address #2 West Industrial Loop | City Midland | State Tx | Zip 79702 |

**Application is hereby made to the City Council to vacate the following:**

- ☑ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

**Description of Address:** 1705 S. Midkiff Road - #2 West Industrial Loop

**Reason for Request:** Reclaim unused 20' right of way dedication along West Industrial Loop, East side of Midkiff Industrial Center, Section 2

**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:** This strip is not not being used as ROW The areas will be improved and used for business purposes

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

**Utility Company Approval**

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Sharyland Utilities
- Grande Communications
- Oncor Electric

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

## 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.

## Signatures

| | | |
|---|---|---|
| Applicant (signature): [signature] | | Date: 1-19-23 |
| **Affected Property Owners:** | | |
| Signature: | Print: | Date: |
| Signature: | Print: | Date |
| Signature: | Print: | Date |
| Signature: | Print: | Date |

*The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

## FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey Plat ☑ Plans in Digital Format (PDF/JPEG)

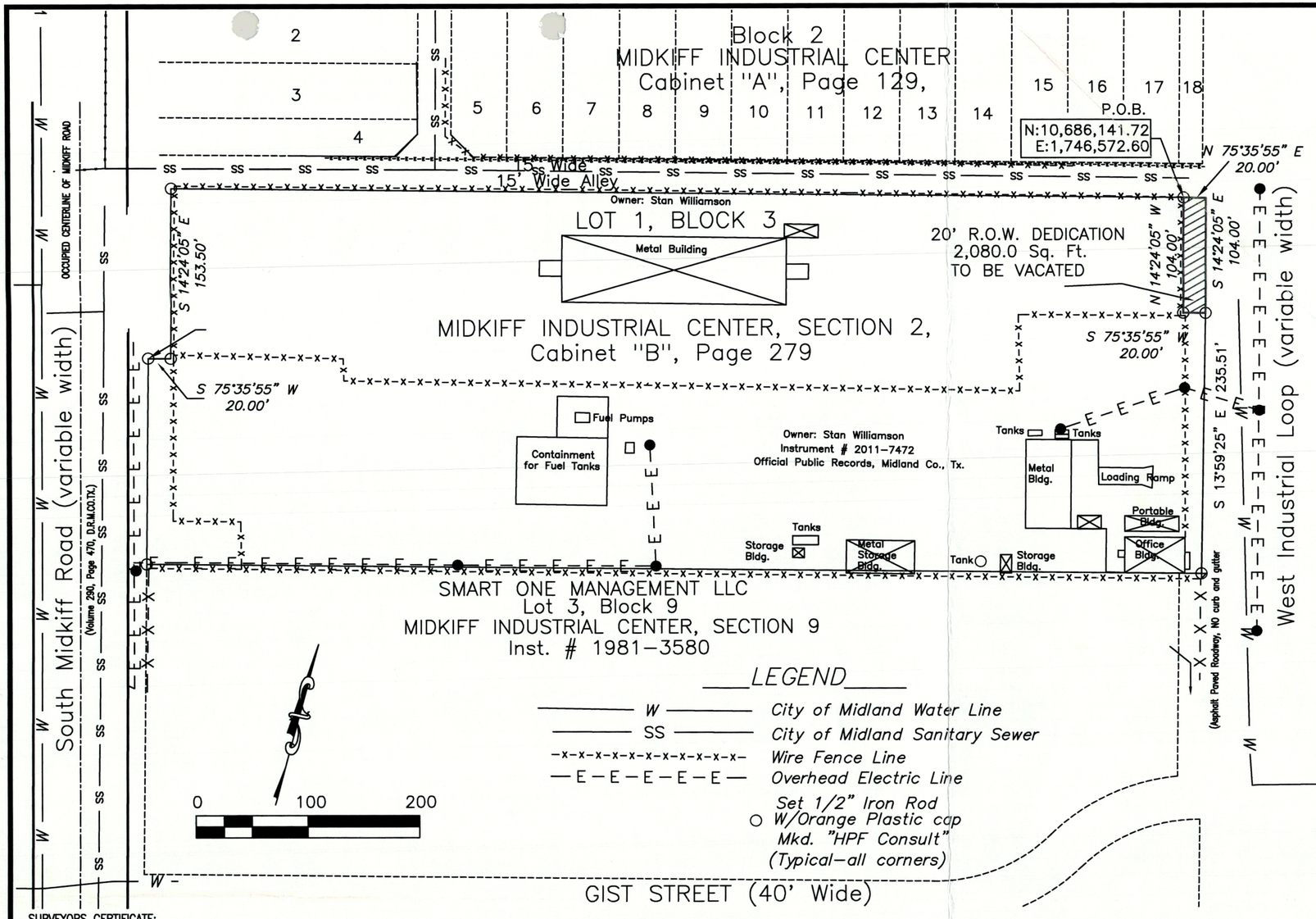
☑ Application Fee

Check # 2641

RECEIVED JAN 20 2023 BY: .....

| | |
|---|---|
| Received By: James Ruber | Date: 1/20/23 |

****Application will not be considered for scheduling until reviewed by a planner.****




*LEGEND*

- W — City of Midland Water Line
- SS — City of Midland Sanitary Sewer
- -x-x-x-x-x-x-x-x-x-x- Wire Fence Line
- —E—E—E—E—E— Overhead Electric Line
- Set 1/2" Iron Rod W/Orange Plastic cap Mkd. "HPF Consult" (Typical—all corners)

*R.O.W. VACATION*

*LEGAL DESCRIPTION of a 2,080.00 square foot tract of land located on the East side of Lot 1, Block 3, Midkiff Industrial Center, Section 2, filed of record in Cabinet "B", Page 279, Plat Records, Midland County, Texas. Subject tract being situated in Section 4, Block 39, T-2-S, T. & P. R.R. Co. Survey, Midland County, Texas and being more particularly described by metes and bounds as follows:*

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*THENCE South 14 degrees 24 minutes 05 seconds East with the West line of said West Industrial Loop a distance of 104.00 feet, to the Southeast corner of the herein described tract, a found ½" iron rod with orange plastic cap marked "HPF Consult";*

*THENCE South 75 degrees 35 minutes 55 seconds West a distance of 20.00 feet to the southwest corner of the herein described tract, a ½" iron rod with orange plastic cap marked "HPF Consult" found at the Southeast corner of said Lot 1, Block 3, Midkiff Industrial Center, Section 2;*

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*Subject tract containing 2,080.00 square feet of land.*

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARCUS L. HOSTAS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WAS PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

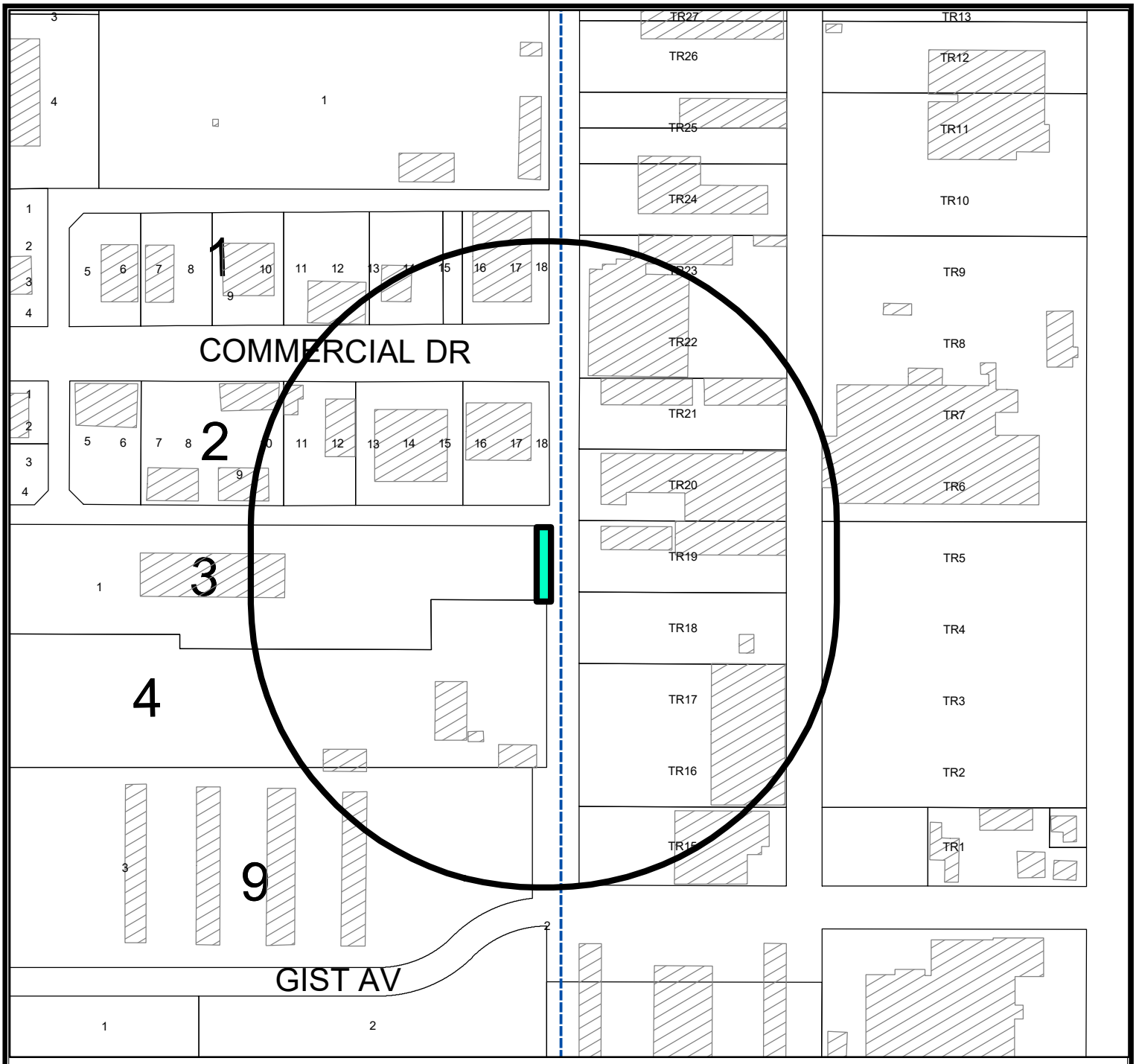
Marcus L. Hostas 01/11/2023

MARCUS L. HOSTAS, RPLS
TX. REGISTRATION NUMBER: 5643

STATE OF TEXAS
REGISTERED
MARCUS L. HOSTAS
5643
PROFESSIONAL
LAND SURVEYOR

C:\data\Midkiff Industrial Park\2023\ROW VACATION-20220716\ROW VACATION-20230111.dwg


HPF CONSULTANTS, INC.
ENGINEERING AND DESIGN
TEXAS REGISTERED
TBPELS FIRM 10194683
3106 N. Big Spring Street
Midland, Texas
432.235.8111
MARCUS.HOSTAS@HPFconsultants.com




# LOCATION MAP

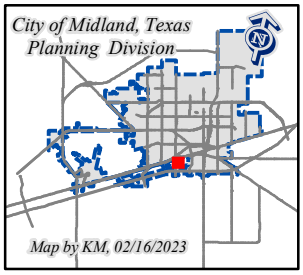
**V-23-0047** **Scale: 1" = 200'**

Consider a request by Stan Williamson for a vacation of a 2,080 square foot portion of the W. Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Central, Section 2, City and County of Midland, Texas.

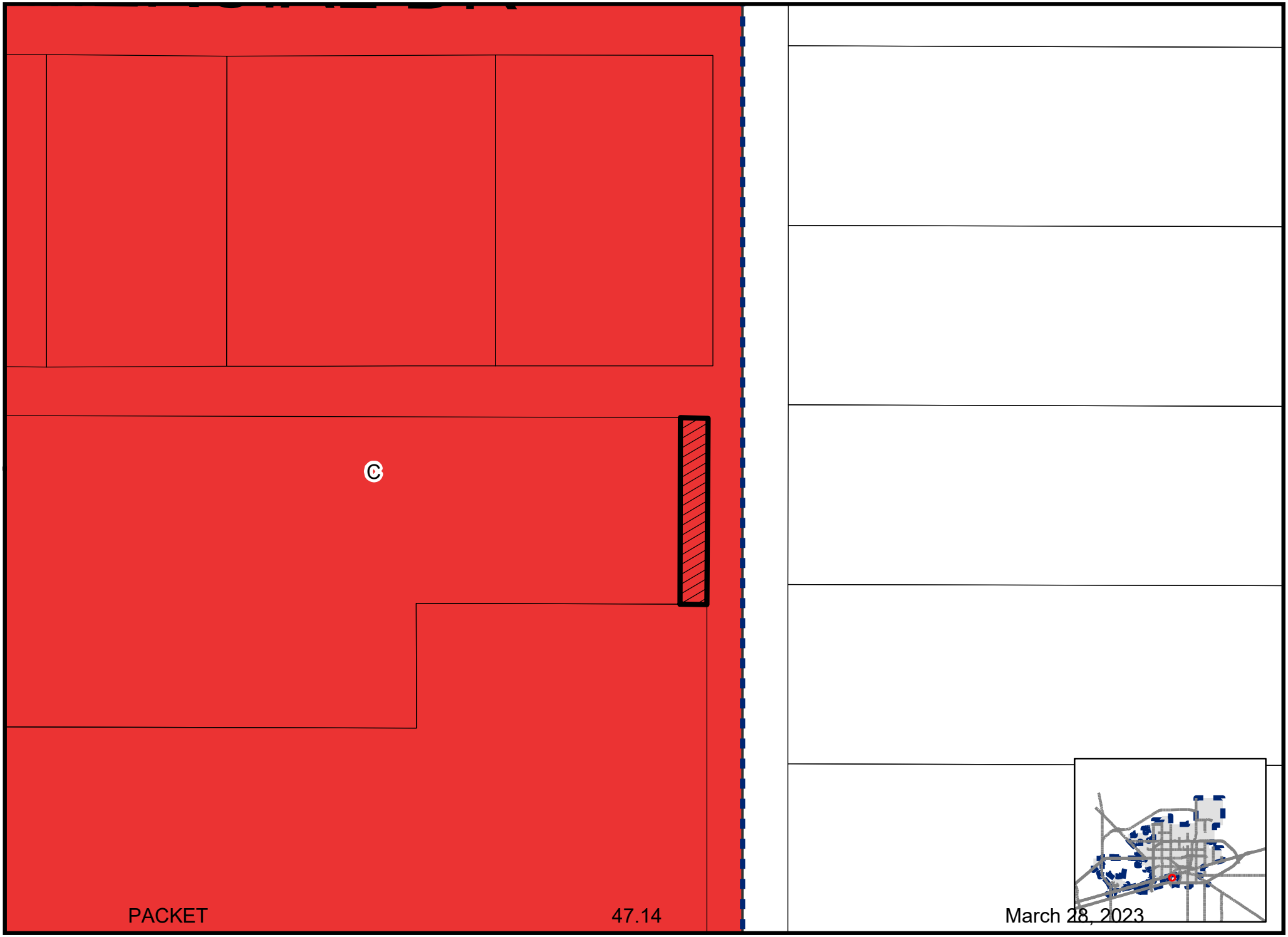
Generally located on the west side of W Industrial Loop, approximately 250-feet south of Commercial Drive (Council District 2)

**L E G E N D**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By Km, 03/07/2023*

**V-23-0047**

**Scale: 1" = 200'**

# ZONING MAP

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## Kelly Martinez

**From:** LReyna@midcad.org
**Sent:** Monday, March 13, 2023 8:23 AM
**To:** Kelly Martinez
**Subject:** Re: Appraisal for ROW Vacation-1705 S Midkiff
**Attachments:** V-23-0047, TaxVacMCAD vac ltr.pdf; V-23-0047, Survey.pdf; V-23-0047, Metes and Bounds.pdf; V-23-0047, Location Map.pdf

Good Morning Kelly,

Estimated value for this property is $ 1,040.

Thank you and I apologize for the delay I was trying to make it harder than it was!

***Lisa Reyna, RPA***
***Assistant Chief Appraiser***
***Midland Central Appraisal District***
***4631 Andrews Hwy***
***Midland, TX 79703***
***Phone (432) 699-4991***
***Fax (432) 689-7185***

From: Kelly Martinez <kmartinez@midlandtexas.gov>
To: "lreyna@midcad.org" <lreyna@midcad.org>
Cc: "drambo@midcad.org" <drambo@midcad.org>
Date: 02/28/2023 10:02 AM
Subject: Appraisal for ROW Vacation-1705 S Midkiff

---

Hello,

We have recently received a request from Stan Williamson to vacate and abandon the following:

| CASE NUMBER | GENERAL LOCATION | AREA SQ. FT. | CURRENT ZONING |
|---|---|---|---|
| V-23-0047 | Generally located on the west side of W Industrial Loop, approximately 250-feet south of Commercial Drive (Council District 2) | a 2,080 square foot portion of the W. Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Central, Section 2, City and County of Midland, Texas. | C, Commercial District |

Please prepare the estimated market value of this parcel so that the City Council may have this information during its consideration of this request.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Kelly Martinez
300 N. Loraine
Midland, Texas 79701

February 27, 2023

Re: Case Name: 1705 S. Midkiff
Case Number: V-23-0047

Kelly,

Atmos Energy has no objection to the above referenced changes proposed to the W. Industrial Loop right of way located between Commercial & W. Gist. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

## Kelly Martinez

**From:** Ruben Guerra <ruben.guerra@astound.com>
**Sent:** Monday, February 27, 2023 2:13 PM
**To:** Kelly Martinez
**Subject:** Re: ROW Vacation Request Astound



Kelly

Sorry for the late reply, I was a little under the weather last week. But I'm feeling better and back at the office. I have looked at our maps and google earth to see if we have any of our services in the area. It looks like we do not have any services per our maps, and from what I could see per google earth it looked like to me that it is AT&T, and Optimum. If there is anything else that I can help you with please feel free to reach out to me. Once again sorry for the late reply.

**Thank You**
Ruben Guerra
**Construction Coordinator**
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
**Astound Business Solutions**
**Powered by RCN | Grande | Wave**
**astound.com**

On Mon, Feb 27, 2023 at 11:22 AM Kelly Martinez <kmartinez@midlandtexas.gov> wrote:

> Hello Mr. Guerra,
>
> I wanted to touch base with you on the request below. Let me know if you need additional information to complete this review.
>
> Thanks,
>
> Kelly Martinez
>
> Senior Planner|Development Services
>
> O. 432-685-7915

E. kmartinez@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

---

**From:** Kelly Martinez
**Sent:** Friday, February 17, 2023 10:34 AM
**To:** Ruben Guerra <ruben.guerra@astound.com>
**Subject:** ROW Vacation Request Astound

Dear Mr. Guerra,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez

Senior Planner|Development Services

O. 432-685-7915

E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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## Kelly Martinez

**From:** UNDERWOOD, JERRY D <ju1659@att.com>
**Sent:** Friday, February 17, 2023 10:52 AM
**To:** Kelly Martinez
**Subject:** RE: ROW Vacation Request AT&T

Good morning,

We should be clear there.

Thanks,
Jerry

---

**From:** Kelly Martinez <kmartinez@midlandtexas.gov>
**Sent:** Friday, February 17, 2023 10:31 AM
**To:** UNDERWOOD, JERRY D <ju1659@att.com>
**Subject:** ROW Vacation Request AT&T

Dear Mr. Underwood,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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## Kelly Martinez

**From:** Arguello, Martin <Martin.Arguello@oncor.com>
**Sent:** Tuesday, February 21, 2023 6:48 AM
**To:** Kelly Martinez
**Subject:** RE: ROW Vacation Request Oncor

Good Morning Kelly! Hoping all is well. I have checked on this site, and Oncor is clear of all facilities and easements.

---

**From:** Kelly Martinez [mailto:kmartinez@midlandtexas.gov]
**Sent:** Friday, February 17, 2023 10:32 AM
**To:** Arguello, Martin <Martin.Arguello@oncor.com>
**Cc:** Blankenship, Chad <Chad.Blankenship@oncor.com>
**Subject:** ROW Vacation Request Oncor

Dear Mr. Arguello,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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## Kelly Martinez

**From:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Sent:** Friday, February 17, 2023 11:42 AM
**To:** Kelly Martinez
**Cc:** Eron Zapata
**Subject:** RE: External E-mail - ROW Vacation Request Optimum

Then we are good, as we do not have anything in the shaded area

---

**From:** Kelly Martinez <kmartinez@midlandtexas.gov>
**Sent:** Friday, February 17, 2023 11:26 AM
**To:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Cc:** Eron Zapata <Eron.Zapata@AlticeUSA.com>
**Subject:** RE: External E-mail - ROW Vacation Request Optimum

**[External Email]**

**Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.**

Okay I see. They are only wanting to vacate the shaded area in green on the location map.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

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300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

---

**From:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Sent:** Friday, February 17, 2023 11:20 AM
**To:** Kelly Martinez <kmartinez@midlandtexas.gov>
**Cc:** Eron Zapata <Eron.Zapata@AlticeUSA.com>
**Subject:** RE: External E-mail - ROW Vacation Request Optimum


Platinum Collision Center
Flores Auto Glass
Lone Star Heating & Cooling
Commercial Dr
Commercial Dr
Commercial Dr
West Texas Truck Accessories
Paint & Sa
S Mickiff Rd
Smart RV & Boat Storage
W Gist Ave
W Gist Ave
W Gist Ave
440 ft

**From:** Kelly Martinez <kmartinez@midlandtexas.gov>
**Sent:** Friday, February 17, 2023 11:19 AM
**To:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Cc:** Eron Zapata <Eron.Zapata@AlticeUSA.com>
**Subject:** RE: External E-mail - ROW Vacation Request Optimum

**[External Email]**

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Hello,

A Map was not attached. Can you please resend?

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

**From:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Sent:** Friday, February 17, 2023 11:17 AM
**To:** Kelly Martinez <kmartinez@midlandtexas.gov>
**Cc:** Eron Zapata <Eron.Zapata@AlticeUSA.com>
**Subject:** RE: External E-mail - ROW Vacation Request Optimum

Here's a google map of where our plant is at,
The red lines are our aerial plant & the green lines are our underground.

Are they wanting to vacate the circled area? Or just the area shaded in green?

We are on the East side poles off of, Industrial Loop & we are on the poles on the north side of the alley between Commercial Dr. & W. Gist Ave.

**From:** Kelly Martinez <kmartinez@midlandtexas.gov>
**Sent:** Friday, February 17, 2023 10:36 AM
**To:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Subject:** External E-mail - ROW Vacation Request Optimum

**[External Email]**

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Dear Mr. Montez,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

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300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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COMMANDER




Smart RV & Boat Storage
smartrvstorage.com
432-253-1234


BILL KELLY'S WELDING
KELLY'S WELDING
THE OUTLAW
OFFICE#
685-1803
HOME#
687-0038
FOR SALE BY OWNER

# City Council Meeting

**Item Number:** 48

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** James Reber, Planner

**Subject:** AN ORDINANCE VACATING AND ABANDONING A 1,200-SQUARE FOOT SANITARY SEWER EASEMENT LOCATED ADJACENT TO LOTS 2 AND 3, BLOCK 6, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH L STREET, APPROXIMATELY 185 FEET SOUTH OF WINFIELD ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, LCA, is requesting to vacate a 1,200 square foot sanitary sewer easement located between Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas, for future development.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

The 2023 appraised value of the right-of-way is $4.50 per square foot, for a total value of $5,400.

**Discussion:**

The approximated area that will be vacated is 1,200 square feet. The applicant is requesting to vacate the right-of-way because the sanitary sewer easement is being rerouted to accommodate the recombination of Lots 1-3, Block 6, of Warwick Addition, into one lot. The owner is proposing to combine Lots 1-3 for the purposes of building a house.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.
The Midland Central's Appraisal District's appraisal of the land is $4.50 per square foot or $5,400.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

**Oil and Gas: (Approved)**

No Oil and Gas issues.

**Building Code: (Approved)**

No objections

**Engineering: (Approved)**

No objections. [For the Applicant's information only.]

**Fire: (Approved)**

No objections.

**Transportation: (Approved)**

No objections. [For the Applicant's information only.]

**GIS: (Approved)**

North call on vacation visual should be N75-38-42E 120 Feet.

**AT&T: (Approved)**

We do not have anything in that ROW.

**Atmos: (Approved)**

Atmos Energy has no objection to the above referenced changes to the utility easement located East of L Street between Winfield and Shell Ave. We have no gas lines or facilities located within this section of right of way/easement. Our existing facilities are currently located in the alley ROW further East and outside the proposed vacate area. Please let me know if you have any further questions.

**Astound: (Approved)**

We run North and South and do not have a network in the Highlighted areas that is marked on your maps that you have sent to me.

**Oncor: (Approved)**

Oncor will be clear of any easements and facilities.

**Optimum: (Approved)**

Our plant is all aerial in that alley, it runs north & South on the poles & east off that pole in the alley.

As long as the pole in that intersection of the alley isn't going to be relocated, we should be okay

If that pole will be moved, the vacate requestor will need to pay for us to relocate at their expense.

**Midland Central Appraisal District: (Approved)**

The vacation area indicated has a current value of $4.50 per square foot or $5,400.

**Planning:**

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacate a 1,200 square foot sanitary sewer easement located between Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas, for future development, to be subject to conditions A and B.

**Conditions:**

A. **That the City of Midland has received from the property owner the sum of $5,400.**

B. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

**Letters of Objection:**

As of March 15, 2023, staff has not received any letters of objection to this request.

**Attachments:**

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE VACATING AND ABANDONING A 1,200-SQUARE FOOT SANITARY SEWER EASEMENT LOCATED ADJACENT TO LOTS 2 AND 3, BLOCK 6, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH L STREET, APPROXIMATELY 185 FEET SOUTH OF WINFIELD ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY**

**WHEREAS**, it has been determined by the Midland City Council that a 1,200-square foot sanitary sewer easement located adjacent to Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

**WHEREAS,** 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 Property 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 Property at $5,400.00, 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 Property;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement

which abutting property owners may have in the Property.

**SECTION TWO.** That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $5,400.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

**SECTION THREE.** That 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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

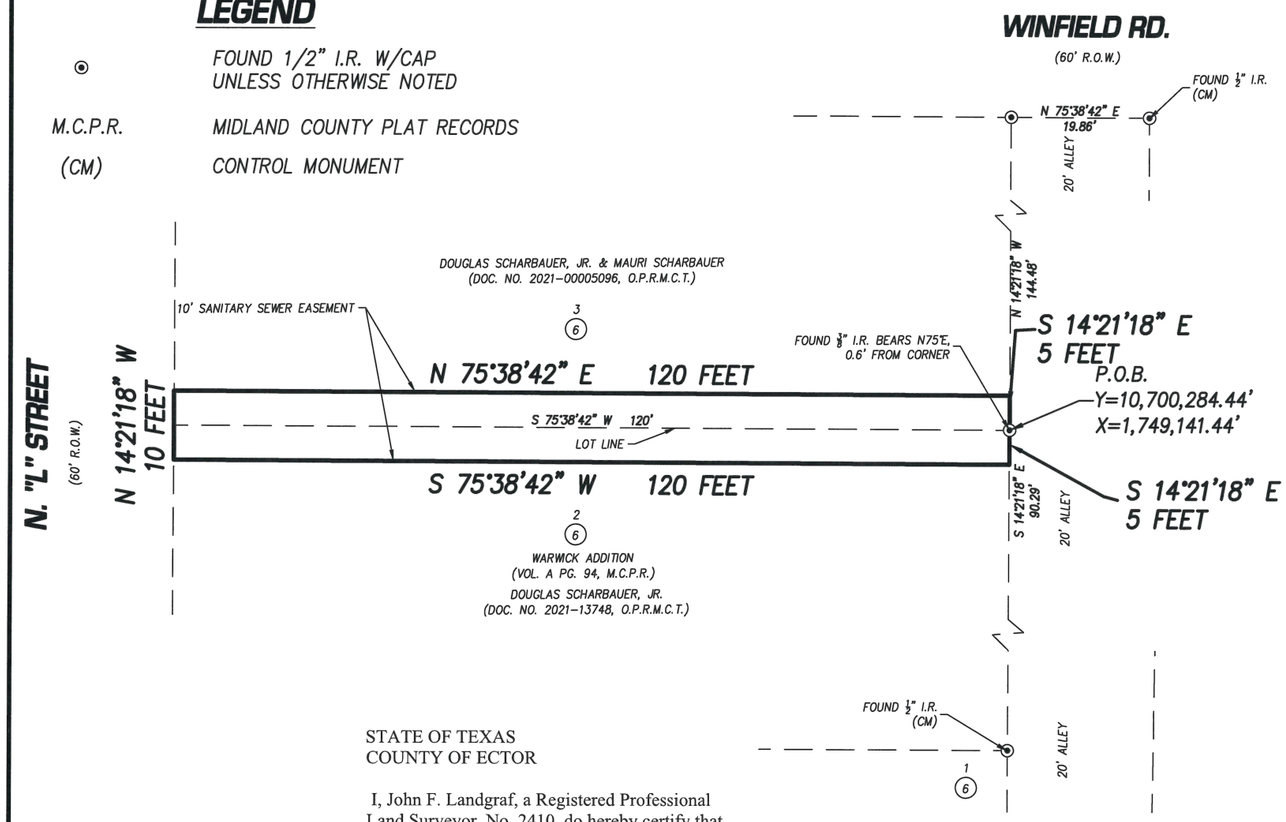
_____
John Ohnemiller, City Attorney

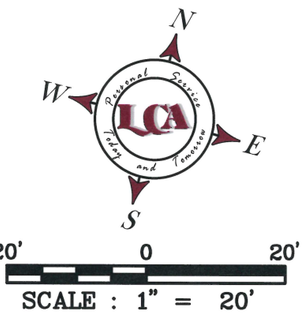
# EXHIBIT "A"

*EXHIBIT OF THE ABANDONMENT OF A*

# 10-FOOT SANITARY SEWER EASEMENT

*LOCATED BETWEEN LOTS 2 & 3, BLOCK 6, WARWICK ADDITION*
*CITY AND COUNTY OF MIDLAND, TEXAS*




STATE OF TEXAS
COUNTY OF ECTOR

I, John F. Landgraf, a Registered Professional Land Surveyor, No. 2410, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision.

LCA

John F. Landgraf, R.P.L.S. #2410
REVISED: 16 March 2023

STATE OF TEXAS
REGISTERED
JOHN F. LANDGRAF
2410
PROFESSIONAL
LAND SURVEYOR

METES & BOUNDS DESCRIPTION
OF THE ABANDONMENT OF A 10-FOOT SANITARY SEWER EASEMENT
LOCATED BETWEEN LOTS 2 & 3 BLOCK 6, WARWICK ADDITION
PLAT BOOK A PAGE 94, MIDLAND COUNTY PLAT RECORDS
CITY AND COUNTY OF MIDLAND, TEXAS

BEGINNING AT (Y= 10,700,284.44' & X = 1,749,141.44') ON THE WEST LINE A OF A 20-FOOT ALLEY AT THE COMMON NORTHEAST CORNER OF SAID LOT 2, SOUTHEAST CORNER OF SAID LOT 3 WHENCE A ½" IRON ROD BEARS NORTH 75° EAST 0.6 FEET AND A ½ " IRON ROD (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 BEARS SOUTH 14°21'18" EAST, A DISTANCE OF 90.29 FEET AND A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF LOT 3 BLOCK 12 OF AVALON ADDITION AS DESCRIBED IN PLAT BOOK B, PAGE 3 OF SAID MIDLAND COUNTY PLAT RECORDS BEARS NORTH 14°21'18" WEST, A DISTANCE OF 114.48 FEET AND NORTH 75°38'42" EAST, A DISTANCE OF 19.86 FEET;

THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET;

THENCE SOUTH 75°38'42" WEST, 5-FEET SOUTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE EAST RIGHT-OF-WAY OF N. "L" STREET;

THENCE NORTH 14°21'18" WEST WITH THE WEST LINE OF SAID LOTS 2 AND 3 AND THE EAST RIGHT-OF-WAY LINE OF SAID N. "L" STREET, PASS THE COMMON CORNER OF SAID LOTS 2 AND 3 AT 5 FEET, IN ALL A TOTAL DISTANCE OF 10 FEET ;

THENCE NORTH 75°38'42" EAST, 5-FEET NORTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE WEST LINE OF SAID ALLEY;

THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET TO THE POINT OF THE BEGINNING CONTAINING 600 SQUARE FEET ON SAID LOT 2 AND 600 SQUARE FEET ON SAID LOT 3 FOR A TOTAL AREA OF 1,200 SQUARE FEET. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,634,412.864' AND X= 1,668,710.191') WITH A THETA ANGLE OF -00°54'44" AND A COMBINED GRID FACTOR OF 0.999902307. ACREAGE STATED IS AVERAGE SURFACE.

ENG._____ E.T. _____
SVY._____ DFT._____

LCA JOB No. 2021-057


LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com
Personal Service, Today and Tomorrow



021\2021-057\dwg\drafting\Exhibits\2021-057 10ft Utility Easement.dwg, 3/16/2023 9:08:18 AM, AutoCAD PDF (General Documentation).pc3

MIDLAND
Feel the Energy!

Office of the City Manager

March 16, 2023

Midland City Council
City of Midland, Texas

**RE: Request for vacation of a 1,200-square foot sanitary sewer easement located adjacent to Lots 2 and 3, Block 6, Warwick 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 $5,400.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Robert Patrick
City Manager

**EXHIBIT "B"**



300 N. Loraine, Midland TX 79701 * 432-685-7202 * Fax 432-686-1600

LCA Job # 21-057

MIDLAND Planning Division

**Vacate Right-of-Way/Public Utility Easement/Land/Street Application**

Project Number: V-23-0049

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: LCA Agent for Douglas Scharbauer Jr. | | Phone (432) 332-5058 Email mbo@lcaodessa.com | |
|---|---|---|---|
| Address 521 N. Texas Avenue | City Odessa | State TX | Zip 79761 |

**Application is hereby made to the City Council to vacate the following:**

- ☐ Right-of-Way
- ☒ Public Utility Easement
- ☐ Land
- ☐ Street

**Description of Address:** 10-foot sewer easement between Lots 2 &3 Block 6 Warwick Addition, Volume A, Page 94 M.C.P.R.

**Reason for Request:** The sanitary sewer easement is being re-routed to accommodate the re-combination of Lots 1-3 Block 6 into one (1) lot.

**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 existing sanitary sewer is being re-routed, therefore no adverse affects to the sanitary sewer system.

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

**Utility Company Approval**

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- 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 to resolve any issues that may arise.

**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.

**Signatures**

| | | |
|---|---|---|
| Applicant (signature): LCA AGENT Suzy E. Moseley | | Date: 22 Feb 2023 |
| **Affected Property Owners:** Douglas Scharbauer Jr. owns the affected lots, see authorization letter | | |
| Signature: | Print: | Date: |
| Signature: | Print: | Date |
| Signature: | Print: | Date |
| Signature: | Print: | Date |

*The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

**FOR OFFICE USE ONLY**

☒ 1 FOLDED Copy of Survey Plat ☒ Plans in Digital Format (PDF/JPEG)

☒ Application Fee

Check # Credit card

Received By: KM Date:

RECEIVED FEB 23 2023 BY:.....

****Application will not be considered for scheduling until reviewed by a planner.****

# LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas
Odessa, Texas 79761
(432) 332-5058 • 580-8812
FAX (432) 332-8812

# LETTER OF TRANSMITTAL

| | |
|---|---|
| DATE: 2/23/23 | JOB NO. 21-057 |
| ATTENTION: Elizabeth Shaughnessy | |

TO: City of Midland- Planning
300 N. Loraine
Midland, Texas 79701

RE: Warwick Addition Section 4- Sewer Easement vacation

☒ Delivered
☐ Picked Up ☐ Mailed

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Specifications ☐ Samples ☐ SWPPP

☐ Copy of letter ☐ Change Order ☐ Electronic File (☐ Read Only ☐ Dwg)

| COPIES | DATE | NO. | DESCRIPTION |
|---|---|---|---|
| 1 | | | Sewer Easement Vacation Application & fee |
| 1 | | | Authorization Letter |
| 3 | | | Exhibit with Metes & Bounds shown |
| 1 | | | Digital Records emailed to Dalia Salinas |
| | | | |
| | | | |
| | | | |

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Electronic File accompanied with signed hard copy.
☒ For your use ☐ Approved as noted Hard copy rules in ALL conflicts.
☐ As requested ☐ Returned for corrections
☐ Review and comment
☐ FOR BIDS USE _____, 20___

REMARKS:

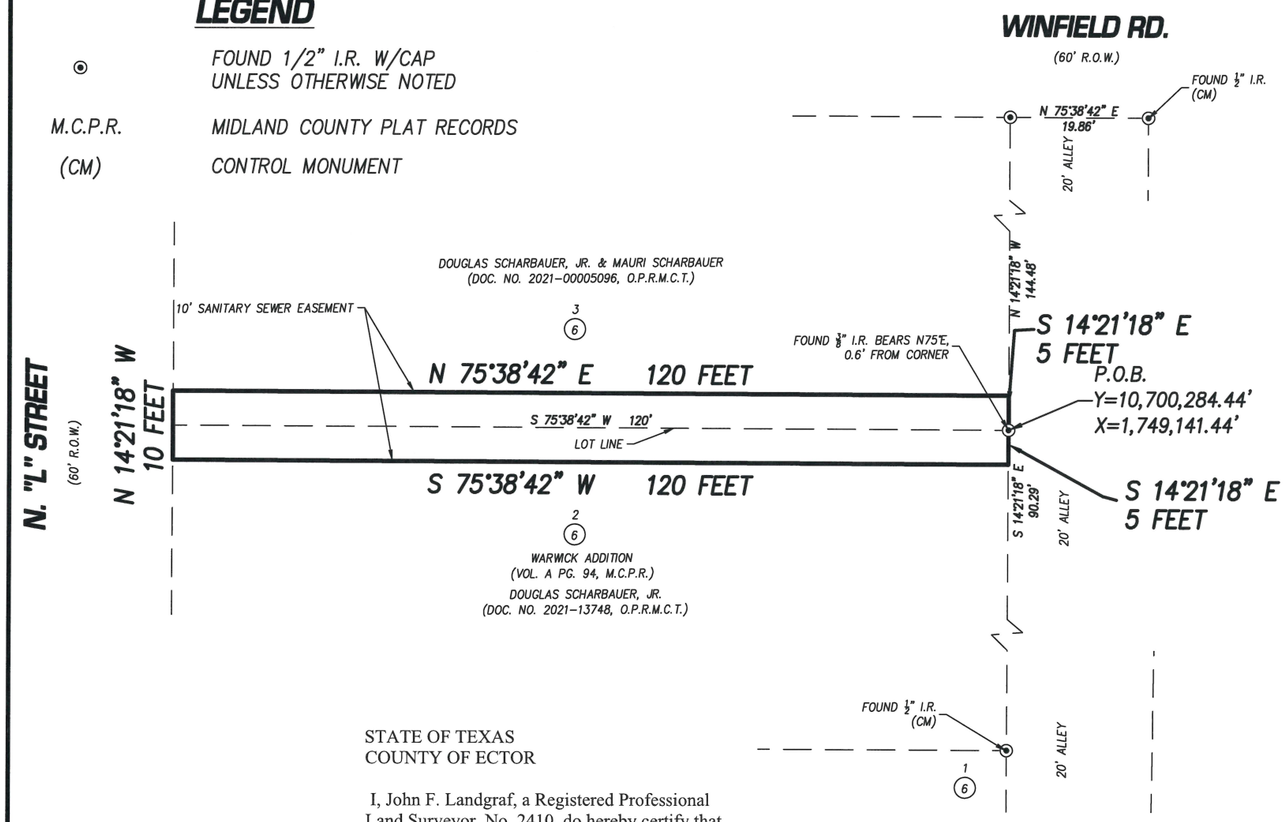
COPY TO: File

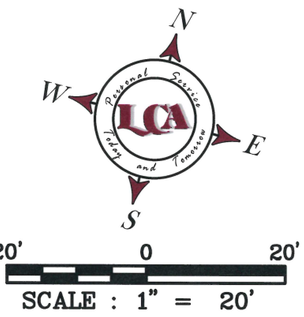
SIGNED: Melanie
Melanie Martinez

*EXHIBIT OF THE ABANDONMENT OF A*

# 10-FOOT SANITARY SEWER EASEMENT

*LOCATED BETWEEN LOTS 2 & 3, BLOCK 6, WARWICK ADDITION*
*CITY AND COUNTY OF MIDLAND, TEXAS*




STATE OF TEXAS
COUNTY OF ECTOR

I, John F. Landgraf, a Registered Professional Land Surveyor, No. 2410, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision.

LCA

John F. Landgraf, R.P.L.S. #2410
REVISED: 16 March 2023

STATE OF TEXAS
REGISTERED
JOHN F. LANDGRAF
2410
PROFESSIONAL
LAND SURVEYOR

*EASEMENT ABANDONMENT*
*AREA IN LOT 3 BLK 6.....600 S.F.*
*AREA IN LOT 2 BLK 6.....600 S.F.*
*TOTAL ABANDONMENT = 1,200 S.F.*

METES & BOUNDS DESCRIPTION
OF THE ABANDONMENT OF A 10-FOOT SANITARY SEWER EASEMENT
LOCATED BETWEEN LOTS 2 & 3 BLOCK 6, WARWICK ADDITION
PLAT BOOK A PAGE 94, MIDLAND COUNTY PLAT RECORDS
CITY AND COUNTY OF MIDLAND, TEXAS

BEGINNING AT (Y= 10,700,284.44' & X = 1,749,141.44') ON THE WEST LINE A OF A 20-FOOT ALLEY AT THE COMMON NORTHEAST CORNER OF SAID LOT 2, SOUTHEAST CORNER OF SAID LOT 3 WHENCE A ½" IRON ROD BEARS NORTH 75° EAST 0.6 FEET AND A ½ " IRON ROD (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 BEARS SOUTH 14°21'18" EAST, A DISTANCE OF 90.29 FEET AND A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF LOT 3 BLOCK 12 OF AVALON ADDITION AS DESCRIBED IN PLAT BOOK B, PAGE 3 OF SAID MIDLAND COUNTY PLAT RECORDS BEARS NORTH 14°21'18" WEST, A DISTANCE OF 114.48 FEET AND NORTH 75°38'42" EAST, A DISTANCE OF 19.86 FEET;

THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET;

THENCE SOUTH 75°38'42" WEST, 5-FEET SOUTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE EAST RIGHT-OF-WAY OF N. "L" STREET;

THENCE NORTH 14°21'18" WEST WITH THE WEST LINE OF SAID LOTS 2 AND 3 AND THE EAST RIGHT-OF-WAY LINE OF SAID N. "L" STREET, PASS THE COMMON CORNER OF SAID LOTS 2 AND 3 AT 5 FEET, IN ALL A TOTAL DISTANCE OF 10 FEET ;

THENCE NORTH 75°38'42" EAST, 5-FEET NORTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE WEST LINE OF SAID ALLEY;

THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET TO THE POINT OF THE BEGINNING CONTAINING 600 SQUARE FEET ON SAID LOT 2 AND 600 SQUARE FEET ON SAID LOT 3 FOR A TOTAL AREA OF 1,200 SQUARE FEET. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,634,412.864' AND X= 1,668,710.191') WITH A THETA ANGLE OF -00°54'44" AND A COMBINED GRID FACTOR OF 0.999902307. ACREAGE STATED IS AVERAGE SURFACE.

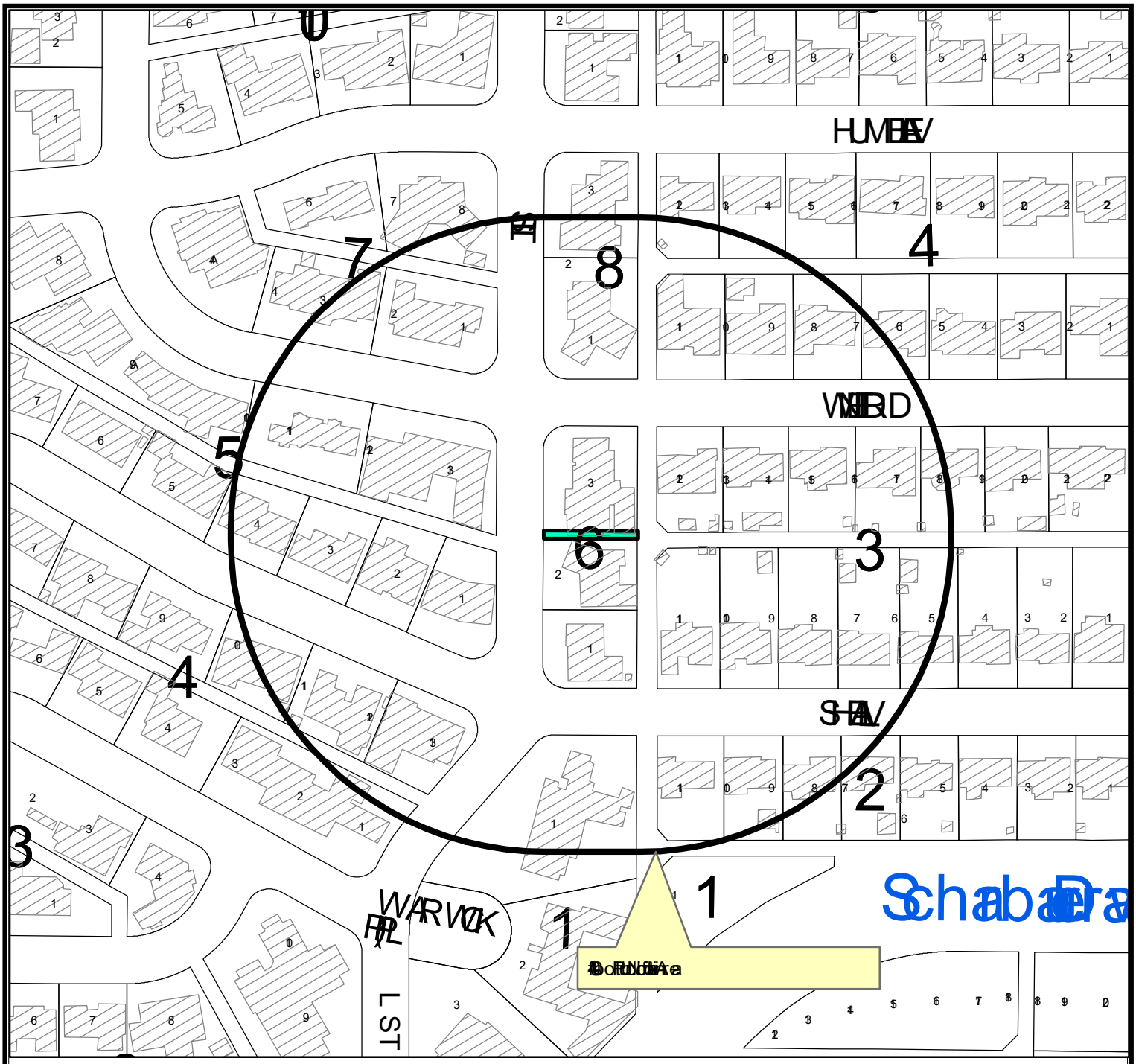
*ENG._____ E.T. _____*
*SVY._____ DFT._____*

*LCA JOB No. 2021-057*


*ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING*
*521 North Texas, Odessa Tx. 79761 F-001363 F-10034300*
*Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com*
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021\2021-057\dwg\drafting\Exhibits\2021-057 10ft Utility Easement.dwg, 3/16/2023 9:08:18 AM, AutoCAD PDF (General Documentation).pc3




# LOCATION MAP

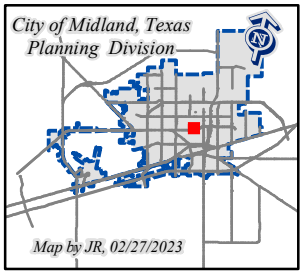
**V-23-0049** **Scale: 1" = 200'**

Consider a request for a 1,200 foot sanitary sewer easement located between Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas.

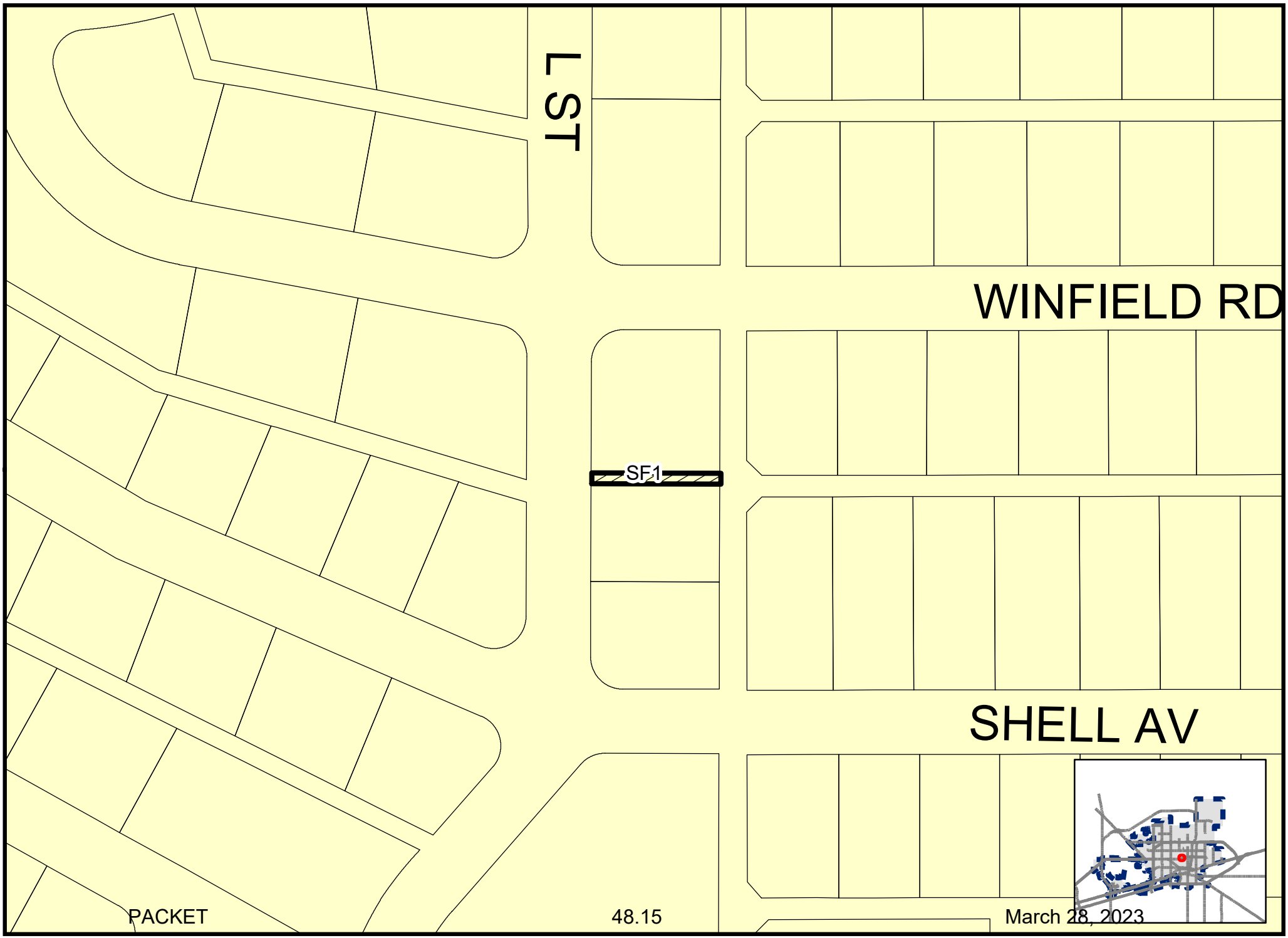
Generally located on the east side of North L Street, approximately 185-feet south of Winfield Road. (Council District 3)

**L E G E N D**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By ES, 3/14/2023*

**V-23-0049**

**Scale: 1" = 200'**

# ZONING MAP

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**James Reber**

**From:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Sent:** Tuesday, February 28, 2023 9:29 AM
**To:** James Reber
**Cc:** Eron Zapata
**Subject:** RE: External E-mail - Warwick Addition Vacation
**Attachments:** Vacate N L Street.png

Our plant is all aerial in that alley, it runs north & South on the poles & east off that pole in the alley,

I have attached your map highlighted in red of our aerial plant.

As long as the pole in that intersection of the alley isn't going to be relocated, we should be okay?

If that pole will be moved, the vacate requestor will need to pay for us to relocate at their expense.

---

**From:** James Reber <jreber@midlandtexas.gov>
**Sent:** Monday, February 27, 2023 4:52 PM
**To:** Luis Montez <Luis.Montez@AlticeUSA.com>
**Subject:** External E-mail - Warwick Addition Vacation

**[External Email]**

**Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.**

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

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---

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## James Reber

**From:** Ruben Guerra <ruben.guerra@astound.com>
**Sent:** Wednesday, March 15, 2023 3:19 PM
**To:** James Reber
**Subject:** Re: FW: Warwick Addition Vacation

We run North and South and do not have a network in the Highlighted areas that is marked on your maps that you have sent to me. Per my maps if you have any other questions or concerns please let me know.

**Thank You**
Ruben Guerra
**Construction Coordinator**
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
**Astound Business Solutions**
**Powered by RCN | Grande | Wave**
**astound.com**

On Wed, Mar 15, 2023 at 2:40 PM James Reber <jreber@midlandtexas.gov> wrote:

> Good afternoon, Mr. Guerra,
>
> If you could, I need comments regarding this vacation from Astound as soon as possible. The 3/28 agenda is to close today and we are still missing comments.
>
> Thank you,
>
> James Reber
>
> Planner
>
> Development Services Department
>
> (432) 685-7406
>
> 300 N. Loraine Midland, TX 79702

**From:** James Reber
**Sent:** Monday, February 27, 2023 4:46 PM
**To:** ruben.guerra@astound.com
**Subject:** Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

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## James Reber

**From:** LReyna@midcad.org
**Sent:** Wednesday, March 15, 2023 2:38 PM
**To:** James Reber
**Subject:** Re: FW: Warwick Addition Vacation
**Attachments:** V-23-0049, TaxVacMCAD vac ltr.pdf; V-23-0049, Vacation Application.pdf; V-23-0049, Vacation Plans.pdf; V-23-0049, Location Map.pdf

**Importance:** High

Hi James,

It was a pleasure to speak with you on the phone earlier and I apologize that I did not receive your email.

Warwick Addition 1,200 SF @ $4.50 Per Square Foot = Total Value $ 5,400 (Estimated Value)

If you need anything else please feel free to contact me!

Thank you,

***Lisa Reyna, RPA***
***Assistant Chief Appraiser***
***Midland Central Appraisal District***
***4631 Andrews Hwy***
***Midland, TX 79703***
***Phone (432) 699-4991***
***Fax (432) 689-7185***

| | |
|---|---|
| From: | James Reber <jreber@midlandtexas.gov> |
| To: | "lreyna@midcad.org" <lreyna@midcad.org> |
| Date: | 03/15/2023 02:05 PM |
| Subject: | FW: Warwick Addition Vacation |

---

Good afternoon, Ms. Reyna,

This is the vacation request. Thank you!

James Reber
Planner
Development Services Department
(432) 685-7406

300 N. Loraine Midland, TX 79702

**From:** James Reber
**Sent:** Monday, February 27, 2023 4:54 PM
**To:** Lreyna@mcad.org
**Subject:** Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber
Planner
Development Services Department
(432) 685-7406
300 N. Loraine Midland, TX 79702

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**James Reber**

**From:** UNDERWOOD, JERRY D <ju1659@att.com>
**Sent:** Tuesday, February 28, 2023 6:27 AM
**To:** James Reber
**Subject:** RE: Warwick Addition Vacation

Good morning,

We do not have anything in that ROW.

Thanks,

Jerry

---

**From:** James Reber <jreber@midlandtexas.gov>
**Sent:** Monday, February 27, 2023 4:49 PM
**To:** UNDERWOOD, JERRY D <ju1659@att.com>
**Subject:** Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

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## James Reber

**From:** Arguello, Martin <Martin.Arguello@oncor.com>
**Sent:** Tuesday, February 28, 2023 10:17 AM
**To:** James Reber
**Subject:** RE: Warwick Addition Vacation

James, I went out to look at this location this morning, and Oncor will be clear of any easements and facilities.

---

**From:** James Reber [mailto:jreber@midlandtexas.gov]
**Sent:** Monday, February 27, 2023 4:50 PM
**To:** Arguello, Martin <Martin.Arguello@oncor.com>
**Subject:** Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber
Planner
Development Services Department
(432) 685-7406
300 N. Loraine Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

**James Reber**

**From:** Lieb, Mark <Mark.Lieb@atmosenergy.com>
**Sent:** Thursday, March 16, 2023 9:16 AM
**To:** James Reber
**Subject:** RE: Warwick Addition Vacation
**Attachments:** V-23-0049, Vacation - Atmos.pdf; Request to Vacate Warwick Add.pdf

James, please see attached.

Thanks.

Mark Lieb

Project Specialist

Atmos Energy/Permian Basin

432-617-347 office

432-967-0370 cell

Mark.Lieb@atmosenergy.com

**From:** James Reber <jreber@midlandtexas.gov>
**Sent:** Thursday, March 16, 2023 8:31 AM
**To:** Lieb, Mark <Mark.Lieb@atmosenergy.com>
**Subject:** [EXT] FW: Warwick Addition Vacation

**CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good morning, Mr. Lieb,

I apologize, but it looks like I forwarded the initial vacation email to the wrong address—again. If you could please just email back your comments regarding said vacation when you can, it would be appreciated.

Thank you!

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

---

**From:** James Reber
**Sent:** Wednesday, March 15, 2023 2:39 PM
**To:** mark.lieb@atmostenergy.com
**Subject:** FW: Warwick Addition Vacation

Good afternoon, Lieb,

If you could, I need comments regarding this vacation from Atmos as soon as possible. The 3/28 agenda is to close today and we are still missing comments.

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

---

**From:** James Reber
**Sent:** Monday, February 27, 2023 4:48 PM
**To:** mark.lieb@atmostenergy.com
**Subject:** Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A ). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

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MIDLAND
Planning Division

February 27, 2023

Mr. Mark Lieb
Atmos Energy
P.O. Box 1111
Midland, Texas 79702

EASEMENT SEGMENT: Please see attached Exhibit A, and Map of Easement.

**CASE NO.:** V-23-0049
**CASE NAME:** Warwick Add Vacation

Dear Mr. Lieb,

LCA has submitted a request to vacate the above described easement (see attached exhibit). Please advise if your company has utilities within this easement. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7906 if you have any questions. You can send your response via email to jreber@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

*James Reber*

James Reber
Planner
Planning Division

Attachment:
Exhibit A
Map

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
James Reber
Planner/Development Services
300 N. Loraine
Midland, Texas 79701

March 16, 2023

Re: Case Name: Warwick Add Vacation
Case Number: V-23-0049

Mr. Reber,

Atmos Energy has no objection to the above referenced changes to the utility easement located East of L Street between Winfield and Shell Ave. We have no gas lines or facilities located within this section of right of way/easement. Our existing facilities are currently located in the alley ROW further East and outside the proposed vacate area.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com


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# City Council Meeting

**Item Number:** 49

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Gabe McClelland,

**Subject:** AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10345; 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 (DISTRICT 3) (ENGINEERING SERVICES)

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**Purpose:**

Consider an ordinance amending Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones", of the Midland City Code, so as to designate each school zone within the city and regulate the speed and movement of traffic herein; authorizing and directing the Traffic Engineer to install appropriate signs and markings; repealing Ordinance No. 10345; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Approximately $750.00 for the installation of signs and the required pavement markings

**Discussion:**

After visiting with Midland Independent School District (MISD) staff and conducting a field investigation, City staff recommends changes to the school zone at Cuthbert Avenue and N Street to address current needs at Sam Houston Elementary. Specifically, City staff recommends changing the afternoon timing of the school zone from 2:30 pm - 4:00 pm to 2:30 pm - 4:30 pm. The additional 30 minutes in the afternoon will better match the window of time students depart from Sam Houston.
City staff also recommends extending the length of the school zone on N Street to a point approximately 175' north of Cuthbert Avenue to address current needs. Signs and pavement markings will be installed to complete this work.
For the reasons listed above, the City of Midland Engineering Department recommends approval of the proposed amendment to Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones".

Morris Williams Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10345; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION**

**WHEREAS**, Section 10-1-1(A)(44) of the City Code defines school zones as areas, whether adjacent to schools or not, when properly marked by signs or pavement markings designating them as school zones; and

**WHEREAS**, the City Traffic Engineer has recommended the establishment of certain locations within the City to be designated as school zones and certain changes in existing school zones, all based on engineering and traffic investigations; and

**WHEREAS**, the Council finds it to be in the public interest to follow the recommendations of the City Traffic Engineer in this matter;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That Midland City Code Title X, "Traffic Regulations", Chapter 4, "Traffic Control Devices", Section 11, "School Zones", shall hereby be amended to read in its entirety as follows:

10-4-11. SCHOOL ZONES.

The following described areas or locations are hereby designated "School Zones" and are reduced speed zones designated on streets by the City of Midland to facilitate safe crossing of the streets by children going to or leaving public or private elementary or secondary schools during the times the reduced speed limits apply. No person shall drive a motor vehicle in such areas or locations at a speed greater than is reasonable and prudent under the circumstances then existing. The speed limits specified hereinafter shall be lawful, but any speed in excess of the limits specified below during the hours set out hereinafter for each location or when flashing lights are in place and operating shall be prima facie evidence

that the speed is not reasonable or prudent and is unlawful on the days schools are in session.

(A) Abell Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Heritage Boulevard from the centerline of Wadley Avenue to a point 170 feet south of the centerline of Highland Boulevard/Highland Court.

2. Highland Boulevard from the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

(B) Abell Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Wadley Avenue from a point 100 feet east of the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

(C) Alamo Junior High School - 25 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Illinois Avenue - from a point 211 feet east of the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

(D) Alamo Junior High School - See "Bonham Elementary School and Alamo Junior High School."

(E) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 210 feet east of the centerline of Stoneybrook Drive to a point 210 feet west of the centerline of Stoneybrook Drive.

(F) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Stoneybrook Drive - from a point 88 feet north of the centerline of Shadylane Drive to the centerline of Shadylane Drive.

2. Shadylane Drive - from a point 160 feet north of the centerline of Thomason Drive to a point 150 feet east of the centerline of Thornridge Drive.

3. Thornridge Drive - from a point 160 feet north of the centerline of Thomason Drive to the centerline of Shadylane Drive.

(G) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 293 feet east of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue to a point 280 feet west of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue.

2. Lamesa Road - from a point 200 feet north of the centerline of the west

leg of Dormard Avenue to a point 200 feet south of the centerline of the west leg of Dormard Avenue.

3. Main Street - from a point 175 feet north of the centerline of Dormard Avenue to a point 175 feet south of the centerline of Dormard Avenue.

(H) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shandon Avenue - from a point 230 feet west of the centerline of Edwards Street to a point 300 feet east of the centerline of Barber Drive.

2. Dengar Avenue - from a point 230 feet west of the centerline of Edwards Street to the centerline of Edwards Street.

3. Dengar Avenue - from the centerline of Barber Drive to a point 295 feet east of the centerline of Barber Drive.

4. Dormard Avenue - from a point 300 feet west of the centerline of Edwards Street to a point 230 feet east of the centerline of Barber Drive.

5. Edwards Street - from a point 205 feet south of the centerline of Dormard Avenue to a point 160 feet north of the centerline of Shandon Avenue.

6. Barber Drive - from a point 175 feet south of the centerline of Dormard Avenue to a point 155 feet north of the centerline of Shandon Avenue.

(I) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Midland Drive - from a point 205 feet north of the centerline of Crockett Avenue to a point 185 feet south of the centerline of Storey Avenue.

(J) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Cuthbert Avenue - from a point 235 feet west of the centerline of Delmar Street to a point 185 feet east of the centerline of Bonham Street.

2. Storey Avenue - from a point 450 feet west of the centerline of Delmar Street to the centerline of McDonald Street.

3. Storey Avenue - from the centerline of Bonham Street to a point 220 feet east of the centerline of Bonham Street.

4. Delmar Street - from a point 195 feet south of the centerline of Storey Avenue to the centerline of Storey Avenue.

5. Delmar Street - from a point 170 feet north of the centerline of Cuthbert

Avenue to the centerline of Cuthbert Avenue.

6. McDonald Street - from a point 200 feet south of the centerline of Storey Avenue to a point 115 feet north of the centerline of Cuthbert Avenue.

7. Bonham Street - from a point 170 feet south of the centerline of Storey Avenue to a point 118 feet north of the centerline of Cuthbert Avenue.

8. Dunbar Street - from a point 115 feet north of the centerline of Cuthbert Avenue to the centerline of Cuthbert Avenue.

(K) Bowie Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. "A" Street - from a point 140 feet north of the centerline of Elk Avenue to a point 175 feet south of the centerline of Douglas Avenue.

2. Douglas Avenue - from the centerline of "A" Street to a point 195 feet east of the centerline of "A" Street.

3. Douglas Avenue - from a point 205 feet east of the centerline of "D" Street to a point 175 feet west of the centerline of "D" Street.

(L) Bowie Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Elk Avenue - from the centerline of "B" Street to the centerline of "A" Street.

2. Douglas Avenue - from a point 90 feet east of the centerline of "C" Street to the centerline of "B" Street.

3. Princeton Avenue - from a point 255 feet west of the centerline of "B" Street to the centerline of "B" Street.

4. "B" Street - from a point 150 feet north of the centerline of Elk Avenue to a point 160 feet south of the centerline of Princeton Avenue.

(M) Bunche Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Pennsylvania Avenue - from a point 165 feet east of the centerline of Carver Street to a point 190 feet east of the centerline of Jackson Street.

2. Adams Street - from the centerline of Pennsylvania Avenue to a point 135 feet north of the centerline of Pennsylvania Avenue.

3. Jackson Street - from a point 140 feet north of the centerline of Pennsylvania Avenue to a point 215 feet north of the centerline of Cloverdale Road.

4. California Avenue - from the centerline of Jackson Street to a point 200 feet east of the centerline of Jackson Street.

(N) Burnett Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Spraberry Drive - from a point 175 feet north of the centerline of Devonian Drive to a point 130 feet north of the centerline of Pleasant Drive.

2. Ruby Drive - from the centerline of Canyon Drive to a point 165 feet north of the centerline of Devonian Drive.

3. Raymond Drive - from a point 185 feet north of the centerline of Canyon Drive to a point 50 feet north of the centerline of Pleasant Drive.

4. Devonian Drive - from a point 230 feet west of the centerline of Spraberry Drive to the centerline of Spraberry Drive.

5. Canyon Drive - from the centerline of Spraberry Drive to a point 280 feet east of the centerline of Raymond Drive.

6. Pasadena Drive - from the centerline of Spraberry Drive to a point 230 feet west of the centerline of Spraberry Drive.

7. Howard Drive - from the centerline of Raymond Drive to a point 295 feet east of the centerline of Raymond Drive.

(O) Bush Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Whittle Way - from a point 175 feet north of the centerline of Preston Avenue to a point 200 feet south of the centerline of Preston Avenue.

(P) Bush Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Idlewilde Drive - from a point 90 feet north of the centerline of Rainbow Road to the centerline of Preston Drive.

2. Preston Drive - from a point 150 feet east of the centerline of Idlewilde Drive to a point 150 feet west of the centerline of Sunburst Drive.

3. Sunburst Drive - from a point 90 feet north of the centerline of Rainbow Road to a point 150 feet north of the centerline of Preston Drive.

(Q) Carver Center - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Wall Street - from a point 150 feet west of the centerline of Carver Street to a point 181 feet east of the centerline of Jesse Street.

2. Carver Street - from a point 175 feet north of the centerline of Texas Avenue to a point 160 feet south of the centerline of Wall Street.

3. Texas Avenue - from a point 150 feet west of the centerline of Carver

Street to the centerline of Carver Street.

4. Adams Street - from a point 150 feet south of the centerline of Wall Street to the centerline of Wall Street.

5. Jesse Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

(R) Coleman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Golf Course Road - from a point 60 feet west of the centerline of Benton Street to a point 120 feet west of the centerline of Tilden Street.

2. Tilden Street - from a point 70 feet north of the centerline of Jax Street to the centerline of Golf Course Road.

(S) DeZavala Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Lamesa Road - from a point 300 feet north of the centerline of Louisiana Avenue to a point 250 feet south of the centerline of Louisiana Avenue.

2. Louisiana Avenue - from a point 200 feet west of the centerline of Lamesa Road to a point 150 feet east of the centerline of Lamesa Road.

3. Garden Lane - from a point 180 feet west of the centerline of Lee Street to a point 191 feet east of the centerline of Lee Street.

4. Walnut Lane - from a point 184 feet west of the centerline of Lee Street to a point 196 feet east of the centerline of Lee Street.

(T) DeZavala Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Orchard Lane - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

2. Lee Street - from a point 325 feet north of the centerline of Mesquite Street to a point 50 feet north of the centerline of South Street.

3. Mesquite Street - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

(U) Emerson Elementary School and Goddard Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Ward Street - from a point 250 feet south of the centerline of Haynes Drive to a point 135 feet north of the centerline of Emerson Place.

2. Moss Avenue - from a point 465 feet east of the centerline of Whitney Drive to the centerline of Ward Street.

3. Goddard Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

4. Emerson Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

5. Lanham Street - from a point 85 feet north of the centerline of Goddard Street to a point140 feet south of the centerline of Haynes Drive.

6. Haynes Drive - from a point 175 feet east of the centerline of Lanham Street to a point 150 feet west of the centerline of Ward Street.

(V) Fannin Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Neely Avenue - from a point 290 feet east of the centerline of Lanham Street to a point 300 feet west of the centerline of Lanham Street.

2. Garfield Street - from a point 466 feet south of the centerline of Cimmaron Drive to a point 135 feet north of the centerline of Dengar Avenue.

3. Ward Street - from a point 150 feet north of the centerline of Fannin Avenue to a point 160 feet south of the centerline of Fannin Avenue.

(W) Fannin Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Cimmaron Avenue - from a point 285 feet west of the centerline of Lanham Street to a point 250 feet east of the centerline of Mogford Street.

2. Frontier Avenue - from a point 295 feet west of the centerline of Lanham Street to the centerline of Lanham Street.

3. Fannin Avenue - from a point 255 feet west of the centerline of Lanham Street to a point 325 feet east of the centerline of Mogford Street.

4. Lanham Street - from a point 160 feet south of the centerline of Fannin Avenue to a point 180 feet north of the centerline of Cimmaron Avenue.

5. Mogford Street - from a point 155 feet south of the centerline of Fannin Avenue to a point 170 feet north of the centerline of Cimmaron Avenue.

(X) Fasken Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Holiday Hill Road - from a point 200 feet north of the centerline of Sherwood Drive to a point 200 feet south of Sherwood Drive.

(Y) Fasken Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Sherwood Drive - from a point 100 feet east of the centerline of Sandstone Drive to a point 100 feet west of the centerline of Val Verde Drive.

2. Sandstone Drive - from a point 100 feet north of the centerline of Sherwood Drive to a point 100 feet south of the centerline of Val Verde Drive.

3. Val Verde Drive - from the centerline of Sherwood Drive to the centerline of Sandstone Drive.

4. Becker Drive - from the centerline of Sandstone Drive to a point 100 feet south of the centerline of Sandstone Drive.

(Z) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Jax Avenue - from a point 190 feet west of the centerline of Fort Worth Street to the centerline of Terrell Street.

2. Parker Avenue - from a point 190 feet west of the centerline of Fort Worth Street to a point 155 feet east of the centerline of Terrell Street.

3. Fort Worth Street - from the centerline of Parker Avenue to a point 160 feet south of the centerline of Hamby Avenue.

4. Terrell Street - from the centerline of Parker Avenue to a point 100 feet north of the centerline of Jax Avenue.

5. Dallas Street - from the centerline of Parker Avenue to a point 180 feet south of the centerline of Parker Avenue.

(AA) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Lamesa Road - from a point 135 feet south of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road to a point 200 feet north of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road.

(AB) Goddard Junior High School - See "Emerson Elementary School and Goddard Junior High School."

(AC) Greathouse Elementary School 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Briarwood Avenue - from a point 540 feet east of the centerline of Mathis Street to a point 450 feet west of the centerline of Mathis Street.

(AD) Greathouse Elementary School 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Oriole Drive - from a point 220 feet north of the centerline of Woodhollow Drive to a point 198 feet south of the centerline of Woodhollow Drive.

(AE) Greathouse Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Mathis Street - from a point 515 feet north of the centerline of Briarwood Avenue to a point 100 feet north of the centerline of Greathouse Avenue.

2. Greathouse Avenue - from a point 180 feet south of the centerline of Mathis Street to a point 450 feet north of the centerline of Mathis Street.

3. Quicksand Drive - from the centerline of Mathis Street to a point 180 feet west of the centerline of Mathis Street.

4. Woodhollow Drive - from the centerline of Mathis Street to a point 390 feet east of the centerline of Mathis Street.

(AF) Henderson Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Bentwood Drive - from a point 265 feet north of the centerline of Graceland Drive to a point 138 feet south of the centerline of Joy Drive.

2. Wilshire Drive - from the centerline of Graceland Drive to a point 160 feet north of the centerline of Graceland Drive.

3. Erie Drive - from the centerline of Graceland Drive to a point 205 feet north of the centerline of Graceland Drive.

4. Eisenhower Drive - from a point 135 feet north of the centerline of Graceland Drive to a point 135 feet south of the centerline of Graceland Drive.

5. Graceland Drive - from a point 130 feet west of the centerline of Bentwood Drive to a point 135 feet east of the centerline of Eisenhower Drive.

(AG) Hillander Private School - 20 mph - 7:30 a.m. to 9:00 a.m. and 1:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 275 feet east of the centerline of "I" Street to a point 560 feet west of the centerline of "I" Street.

2. "I" Street - from a point 170 feet north of the centerline of Wadley Avenue to a point 215 feet south of the centerline of Wadley Avenue.

(AH) Jane Long Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Devonian Drive - from a point 180 feet north of the centerline of Tanner Drive to a point 200 feet south of the centerline of Cedar Spring Drive.

2. Leddy Drive - from the centerline of Cedar Spring Drive to a point 165 feet north of the centerline of Tanner Drive.

3. Tanner Drive - from a point 250 feet west of the centerline of Devonian Drive to a point 215 feet east of the centerline of Leddy Drive.

4. Beckley Drive - from the centerline of Cedar Spring Drive to a point 150 feet south of the centerline of Cedar Spring Drive.

5. Aberdeen Drive - from the centerline of Cedar Spring Drive to a point 250 feet south of the centerline of Cedar Spring Drive.

6. Mercedes Drive - from a point 240 feet west of the centerline of Devonian Drive to the centerline of Devonian Drive.

7. Avondale Drive - from the centerline of Leddy Drive to a point 85 feet east of the centerline of Leddy Drive.

8. Cedar Spring Drive - from a point 125 feet west of the centerline of Devonian Drive to a point 185 feet east of the centerline of Leddy Drive.

(AI) Lamar Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 330 feet east of the centerline of Crestview Road to a point 240 feet west of the centerline of Crestview Road.

(AJ) Lamar Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Kessler Avenue - from a point 120 feet east of the centerline of Midkiff Road to a point 220 feet east of the centerline of Crestview Road.

2. Peach Street - from a point 165 feet south of the centerline of Illinois Avenue to the centerline of Kessler Avenue.

3. Crestview Road - from a point 185 feet south of the centerline of Illinois Avenue to a point 170 feet south of the centerline of Kessler Avenue.

4. Barkley Street - from a point 180 feet east of the centerline of Crestview Road to the centerline of Crestview Road.

(AK) Legacy Freshman High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Scharbauer Drive - from a point 195 feet west of the centerline of Butternut Lane to a point 202 feet east of the centerline of Butternut Lane.

(AL) Legacy Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Oak Avenue - from a point 150 feet west of the centerline of Butternut Lane to a point 200 feet east of the centerline of Lincoln Street.

2. Lincoln Street - from a point 145 feet north of the centerline of Oak Avenue to a point 145 feet north of the centerline of Magnolia Avenue.

3. Maple Avenue - from a point 229 feet east of the centerline of Lincoln Street to the centerline of Lincoln Street.

4. Butternut Lane - from a point 150 feet north of the centerline of Oak Avenue to a point 50 feet north of the centerline of Magnolia Avenue.

(AM) Legacy High School - See "Rusk Elementary School and Legacy High School."

(AN) Midland Academy Charter School - 20 mph - 7:00 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

1. Baird Street - from a point 97 feet north of the centerline of Michigan Avenue to a point 145 feet south of the centerline of Tennessee Avenue.

2. Michigan Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

3. Tennessee Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

4. Weatherford Street - from a point 95 feet north of the centerline of Michigan Avenue to a point 165 feet south of the centerline of Tennessee Avenue.

(AO) Midland Christian School - 20 mph - 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

Neely Avenue - from a point 175 feet east of the centerline of Culver Drive to a point 225 feet west of the centerline of Culver Drive.

(AP) Midland Christian School - 20 mph - 7:30 a.m. to 4:30 p.m.

1. Culver Drive - from the centerline of Gulf Avenue to a point 385 feet north of the centerline of Gulf Avenue.

2. Gulf Avenue - from a point 190 feet east of the centerline of Culver Drive to the centerline of Culver Drive.

3. Northrup Drive - from a point 384 feet south of the centerline of Sinclair Avenue to a point 135 feet north of the centerline of Gulf Avenue.

4. Sinclair Avenue - from a point 158 feet east of the centerline of Culver Drive to the centerline at Northrup Drive.

(AQ) Midland Classical Academy School - 20 mph - 7:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 87 feet north of the centerline of Mockingbird Lane to a point 650 feet south of the centerline of Savoy Place.

(AR) Midland Freshman High School - 25 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Rankin Highway - from a point 265 feet north of the centerline of Hicks Avenue to a point 170 feet south of the centerline of Hicks Avenue.

(AS) Midland Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Main Street - from a point 180 feet north of the centerline of Hicks Avenue to a point 180 feet south of the centerline of Gist Avenue.

2. Baird Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

3. Weatherford Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

4. Hicks Avenue - from a point 200 feet west of the centerline of Main Street to a point 175 feet east of the centerline of Weatherford Street.

5. Montgomery Avenue - from the centerline of Main Street to a point 210 feet west of the centerline of Main Street.

6. Gist Avenue - from a point 200 feet west of the centerline of Main Street to a point 1040 feet east of the centerline of Main Street.

(AT) Midland High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Ohio Avenue - from a point 150 feet east of the centerline of San Angelo Street to the centerline of "A" Street.

2. "C" Street - from a point 130 feet south of the centerline of Illinois Avenue to the centerline of Illinois Avenue.

3. "D" Street - from a point 115 feet south of the centerline of Illinois Avenue to a point 45 feet north of the centerline of Ohio Avenue.

4. Illinois Avenue - from a point 267 feet west of the centerline of "E" Street to a point 185 feet east of the centerline of "A" Street.

5. "A" Street - from a point 85 feet south of the centerline of Tennessee Avenue to a point 280 feet south of the centerline of Illinois Avenue.

6. Tennessee Avenue - from a point 103 feet west of the centerline of "B"

Street to a point 60 feet east of the centerline of "A" Street.

(AU) Midland Montessori School - 20 mph - 7:30 a.m. to 4:30 p.m.

Austin Street - from a point 200 feet north of the centerline of Cuthbert Avenue to a point 80 feet south of the centerline of Bedford Avenue.

(AV) Pease Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Magnolia Avenue - from a point 280 feet west of the centerline of Benton Street to a point 295 feet east of the centerline of Peterson Street.

2. Hickory Avenue - from a point 340 feet west of the centerline of Benton Street to the centerline of Benton Street.

3. Scharbauer Drive - from a point 335 feet west of the centerline of Benton Street to a point 290 feet east of the centerline of Peterson Street.

4. Benton Street - from a point 215 feet north of the centerline of Scharbauer Drive to a point 290 feet east of the centerline of Peterson Street.

5. Peterson Street - from the centerline of Scharbauer Drive to a point 200 feet north of the centerline of Magnolia Avenue.

(AW) Quanah Parker Elementary School - 30 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Midland Drive - from a point 340 feet north of the centerline of St. Andrews Drive to a point 350 feet south of the centerline of St. Andrews Drive.

(AX) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Godfrey Drive - from a point 150 feet north of the centerline of St. Andrews Drive to a point 135 feet south of the centerline of St. Andrews Drive.

(AY) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. St. Andrews Drive - from a point 150 feet west of the centerline of Casady Court to a point 140 feet west of the centerline of Norwood Street.

2. Greenbriar Drive - from a point 150 feet south of the centerline of St. Andrews Drive to the centerline of St. Andrews Drive.

3. Merrill Drive - from a point 150 feet west of the centerline of Norwood Street to the centerline of Norwood Street.

4. Russell Drive - from a point 175 feet west of the centerline of Norwood

Street to the centerline of Norwood Street.

5. Norwood Street - from the centerline of St. Andrews Drive to a point 150 feet north of the centerline of Russell Drive.

(AZ) Rusk Elementary School and Legacy High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Neely Avenue - from a point 175 feet west of the centerline of McDonald Street to a point 250 feet east of the centerline of Tarleton Street.

2. McDonald Street - from a point 155 feet south of the centerline of Neely Avenue to a point 115 feet north of the centerline of Cimmaron Avenue.

3. Wedgewood Street - from a point 200 feet south of the centerline of Neely Avenue to the centerline of Cimmaron Avenue.

4. Cimmaron Avenue - from a point 205 feet west of the centerline of McDonald Street to a point 170 feet east of the centerline of Shandon Avenue.

5. Fannin Avenue - from the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

6. Shandon Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

7. Imperial Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

8. Godfrey Street - from a point 145 feet south of the centerline of Neely Avenue to a point 158 feet north of the centerline of Rebel Drive.

(BA) Rusk Elementary School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Dengar Avenue - from a point 250 feet east of the centerline of Tarleton Street to the centerline of Tarleton Street.

2. Fannin Avenue - from the centerline of Tarleton Street to a point 240 feet east of the centerline of Tarleton Street.

3. Cimmaron Avenue - from the centerline of Tarleton Street to a point 295 feet east of the centerline of Tarleton Street.

4. Tarleton Street - from a point 175 feet south of the centerline of Neely Avenue to a point 140 feet north of the centerline of Dengar Avenue.

(BB) St. Ann's School - 20 mph - 7:00 a.m. to 4:00 p.m.

1. Texas Avenue - from a point 195 feet west of the centerline of "N"

Street to a point 30 feet west of the centerline of "L" Street.

2. "N" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

3. "M" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

(BC) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:30 p.m.

1. Cuthbert Avenue - from a point 335 feet east of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue to a point 297 feet west of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue.

2. "N" Street - from the centerline of Louisiana Avenue to a point 175 feet north of Cuthbert Avenue.

(BD) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 5:30 p.m.

1. Louisiana Avenue - from a point 285 feet east of the centerline of Garfield Street to a point 40 feet east of the centerline of "L" Street.

2. "L" Street - from a point 238 feet south of the centerline of Louisiana Avenue to a point 150 feet north of the centerline of Louisiana Avenue.

3. "M" Street - from a point 250 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

4. Michigan Avenue - from a point 180 feet east of the centerline of North "N" Street to a point 180 feet west of the centerline of North "N" Street.

5. "N" Street - from a point 315 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

(BE) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

1. Golf Course Road - from a point 208 feet east of the centerline of "N" Street to a point 185 feet west of the centerline of "N" Street.

2. Garfield Street - from a point 287 feet south of the centerline of Community Lane to a point 287 feet north of the centerline of Community Lane.

(BF) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Community Lane - from a point 160 feet east of the centerline of Garfield Street to a point 120 feet east of the centerline of "N" Street.

2. Douglas Avenue - from the centerline of "N" Street to a point 190 feet east of the centerline of "N" Street.

3. Hodges Street - from the centerline of Community Lane to a point 225 feet north of the centerline of Community Lane.

4. "N" Street - from a point 340 feet north of the centerline of Community Lane to a point 170 feet south of the centerline of Douglas Avenue.

(BG) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Bluebird Lane - from a point 215 feet east of the centerline of Whitman Street to a point 200 feet west of the centerline of Whitman Street.

(BH) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 760 feet north of the centerline of Bluebird Lane to a point 920 feet south of the centerline of Mockingbird Lane.

(BI) Scharbauer Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Crowley Boulevard - from a point 250 feet south of the centerline of Hereford Boulevard to a point 575 feet north of the centerline of Hereford Boulevard.

2. Hereford Boulevard - from a point 250 feet south of the centerline of Homestead Boulevard to a point 136 feet north of the centerline of Crowley Boulevard.

3. Homestead Boulevard - from the centerline of Hereford Boulevard to a point 425 feet west of the centerline of Hereford Boulevard.

(BJ) South Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Big Spring Street - from a point 220 feet north of the centerline of Dakota Street to a point 165 feet south of the centerline of Dakota Street.

(BK) South Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Dakota Avenue - from a point 155 feet west of the centerline of Colorado Street to a point 240 feet east of the centerline of Main Street.

2. New Jersey Avenue - from a point 205 feet west of the centerline of Colorado Street to a point 235 feet east of the centerline of Main Street.

3. Colorado Street - from a point 145 feet south of the centerline of New Jersey Avenue to a point 230 feet north of the centerline of Dakota Avenue.

4. Loraine Street from a point 230 feet south of the centerline of New

Jersey Avenue to the centerline of New Jersey Avenue.

5. Loraine Street - from the centerline of Dakota Avenue to a point 175 feet north of the centerline of Dakota Avenue.

6. Main Street - from a point 120 feet south of the centerline of New Jersey Avenue to a point 200 feet north of the centerline of Dakota Avenue.

(BL) Travis Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Gist Avenue - from a point 190 feet west of the centerline of Marshall Street to a point 170 feet east of the centerline of Atlanta Street.

2. Marshall Street - from the centerline of Gist Avenue to a point 205 feet north of the centerline of Gist Avenue.

3. Jefferson Street - from the centerline of Gist Avenue to a point 215 feet north of the centerline of Gist Avenue.

4. Atlanta Street - from the centerline of Gist Avenue to a point 190 feet north of the centerline of Gist Avenue.

(BM) Trinity Private School - 25 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

Wadley Avenue - from a point 150 feet west of the centerline of Godfrey Street to the centerline of Tarleton Street.

(BN) Trinity Private School - 20 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

1. Godfrey Street - from a point 150 feet south of the centerline of Wadley Avenue to a point 265 feet south of the centerline of Trinity Drive.

2. Jordan Avenue - from a point 150 feet south of the centerline of Wadley Avenue to the centerline of Wadley Avenue.

(BO) Young Women's Leadership Academy - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

1. Wall Street - from a point 67 feet west of the centerline of Jackson Street to the centerline of Calhoun Street.

2. Tilden Street - from a point 155 feet north of the centerline of Wall Street to a point 100 feet north of the centerline of Indiana Avenue.

3. Donald Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

4. Lincoln Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

5. Jackson Street - from a point 100 feet north of centerline of Wall Street to the centerline of Wall Street.

6. Indiana Avenue - from a point 225 feet west of the centerline of Tilden Street to a point 210 feet east of the centerline of Tilden Street.

(BP) West Education Center - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Missouri Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 255 feet east of the centerline of "N" Street.

2. Indiana Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 155 feet east of the centerline of "N" Street.

3. "N" Street - from a point 200 feet north of the centerline of Missouri Avenue to a point 215 feet south of the centerline of Indiana Avenue.

4. "O" Street - from a point 165 feet north of the centerline of Missouri Avenue to the centerline of Missouri Avenue.

(BQ) Yarbrough Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shea Lane - from a point 340 feet east of the centerline of Hall of Fame Boulevard to a point 90 feet north of the centerline of Legends Boulevard.

2. Legends Boulevard - from the centerline of Shea Lane to a point 170 feet east of the centerline of Wagner Drive.

3. Wagner Street / Drive from a point 100 feet north of the centerline of Legends Boulevard to a point 100 feet south of the centerline of Riverfront Drive.

4. Riverfront Drive - from a point 215 feet west of the centerline of Coliseum Court to the centerline of Wagner Drive.

(BR) Yarbrough Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Avalon Drive - from a point 200 feet north of the centerline of Hall of Fame Boulevard to a point 200 feet south of the centerline of Hall of Fame Boulevard.

**SECTION TWO.** The Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations, in conformance with the State Highway Department's manual and specifications, indicating and carrying out the provisions of this ordinance.

**SECTION THREE.** That Ordinance No. 10345 is hereby expressly repealed; and the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FOUR.** That the repeal of the ordinances or parts of ordinances effectuated by the enactment of this ordinance shall not be construed as abating any actions now pending under or by virtue of such ordinances or as discontinuing, abating, modifying, or altering any penalty accruing or as affecting the liability of any person, firm or corporation or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

**SECTION FIVE.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SIX.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00).

**SECTION SEVEN.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# City Council Meeting

**Item Number:** 50

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Gabe McClelland,

**Subject:** **RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 2.337-ACRE TRACT LOCATED IN SECTION 20, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CIMMARON AVENUE BETWEEN WEDGWOOD STREET AND MCDONALD STREET); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $228,310.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS (DISTRICT 3) (ENGINEERING SERVICES)**

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**Purpose:**

Consider the sale of Rusk Park to the Midland Independent School District.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$228,310.00 (revenue)

**Discussion:**

For years the Midland Independent School District (MISD) has expressed interest in acquiring Rusk Park from the City of Midland. Rusk Park is a 2.337 acre tract located in Section 20, Block 39, T-2-S T&P RR Co. Survey, City and County of Midland, Texas (Generally located on the south side of Cimmaron Avenue between Wedgewood Street and McDonald Street) and adjacent to an MISD property used for Rusk Elementary. The City of Midland acquired Rusk Park from MISD through a special warranty deed on February 20, 1961. The deed is recorded in Vol. 356, Pg. 666 of the Midland County Deed records. Rusk Park's original features include baseball fields, water fountains, and a picnic area. Although owned by the City of Midland, Rusk Park appears to be an extension of Rusk Elementary's campus and has served this purpose for many years.

On May 13, 2021 an MISD representative completed and submitted a "Vacate Right-of-Way/Public Utility Easement/Land/Street Application" form requesting the vacation of Rusk Park. On the form MISD staff stated the playground and field will remain accessible to the public. MISD also mentioned that the playground will remain accessible, even with any future building expansion; although no current plans for expansion exist.

The City of Midland has offered to sell Rusk Park to MISD for $228,310.00, and MISD staff has agreed to this sale price.

Morris Williams Jr.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 2.337-ACRE TRACT LOCATED IN SECTION 20, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CIMMARON AVENUE BETWEEN WEDGWOOD STREET AND MCDONALD STREET); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $228,310.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS**

**WHEREAS**, the Midland Independent School District ("*MISD*") has requested that the City of Midland, Texas, agree to convey fee simple title of certain City-owned property described as an approximate 2.337-acre tract located in Section 20, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (generally located on the south side of Cimmaron Avenue between Wedgwood Street and McDonald Street) (the "*Property*"), as shown on Exhibit A, which is attached hereto and incorporated herein for all purposes, to MISD for a total amount of $228,310.00; and

**WHEREAS**, the Property is currently used as a playground and field, and it abutts certain MISD-owned property on which Rusk Elementary School is located; and

**WHEREAS**, if the Property is conveyed to MISD, it intends to designate the Property for the future expansion of Rusk Elementary School and to maintain the playground situated thereon for the use and benefit of the general public; and

**WHEREAS**, Chapter 26 of the Texas Parks and Wildlife Code requires that any time a public park is put to a use other than public park use, the governing body must make a

finding, after notice and a hearing, that there is no feasible and prudent alternative to the proposed use and that said project includes all reasonable planning to minimize harm to the park resulting from the proposed use; and

**WHEREAS**, a public hearing before the City Council was held on this matter in the City Council Chambers on March 28, 2023, in accordance with Chapter 26 of the Texas Parks and Wildlife Code; and

**WHEREAS**, notice of such public hearing was published in a newspaper having general circulation in the City of Midland, Texas, on February 25, 2023, March 4, 2023, March 11, 2023, and March 18, 2023, in accordance with Chapter 26 of the Texas Parks and Wildlife Code, as evidenced by the postings attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, notice of the project and the date and place of the public hearing were given in writing to the person, organization, department, or agency that has supervision of the Property at least thirty (30) days before the date of the public hearing in accordance with Chapter 26 of the Texas Parks and Wildlife Code, as evidenced by the letter attached hereto and incorporated herein as Exhibit C; and

**WHEREAS**, the City Council finds that there is no feasible and prudent alternative to said use of the Property; and

**WHEREAS**, the City Council finds that said use includes all reasonable planning to minimize harm to the Property and its use as a park; and

**WHEREAS**, the City Council finds and determines that, for purposes of the City's conveyance of the Property pursuant to Texas Local Government Code § 272.001(b)(5), MISD is a governmental entity that has the power of eminent domain; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute a purchase and sale agreement with MISD for the sale of the Property for a total amount of $228,310.00; and

**WHEREAS**, the City Council funds it to be in the public interest to authorize the City Manager to negotiate, execute, and file all documents necessary for the sale of the Property and to hold the closing for said sale;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the above recitals are hereby approved and adopted by the City Council of the City of Midland, Texas.

**SECTION TWO.** That in accordance with Chapter 26 of the Texas Parks and Wildlife Code, the City Council finds that there is no feasible and prudent alternative to the change in use of the Property, from a public park use to the above-referenced use intended by MISD; and that said change in use includes all reasonable planning to minimize harm to the land as a park.

**SECTION THREE.** To the extent required by Chapter 26 of the Texas Parks and Wildlife Code, the City Council finds that there is no feasible and prudent alternative to the City's sale of the Property to MISD. Further, the City Council finds that the sale of the Property to MISD includes all reasonable planning to (i) minimize harm to the Property, and (ii) enhance and improve the general public's use and enjoyment of the Property.

**SECTION FOUR.** That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, Texas, a purchase and sale agreement between the City of Midland, Texas, and MISD for the sale of the Property for a total amount of $228,310.00. Said agreement to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION FIVE.** That the City Manager is hereby authorized and directed to negotiate, execute, and file all documents necessary for the sale of the Property and to hold the closing for said sale.

**SECTION SIX.** That the City Comptroller is hereby authorized and directed to pay

for closing costs associated with the sale of the Property out of funds available in the General Fund Operating Budget upon receipt of proper invoice or statement therefor approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

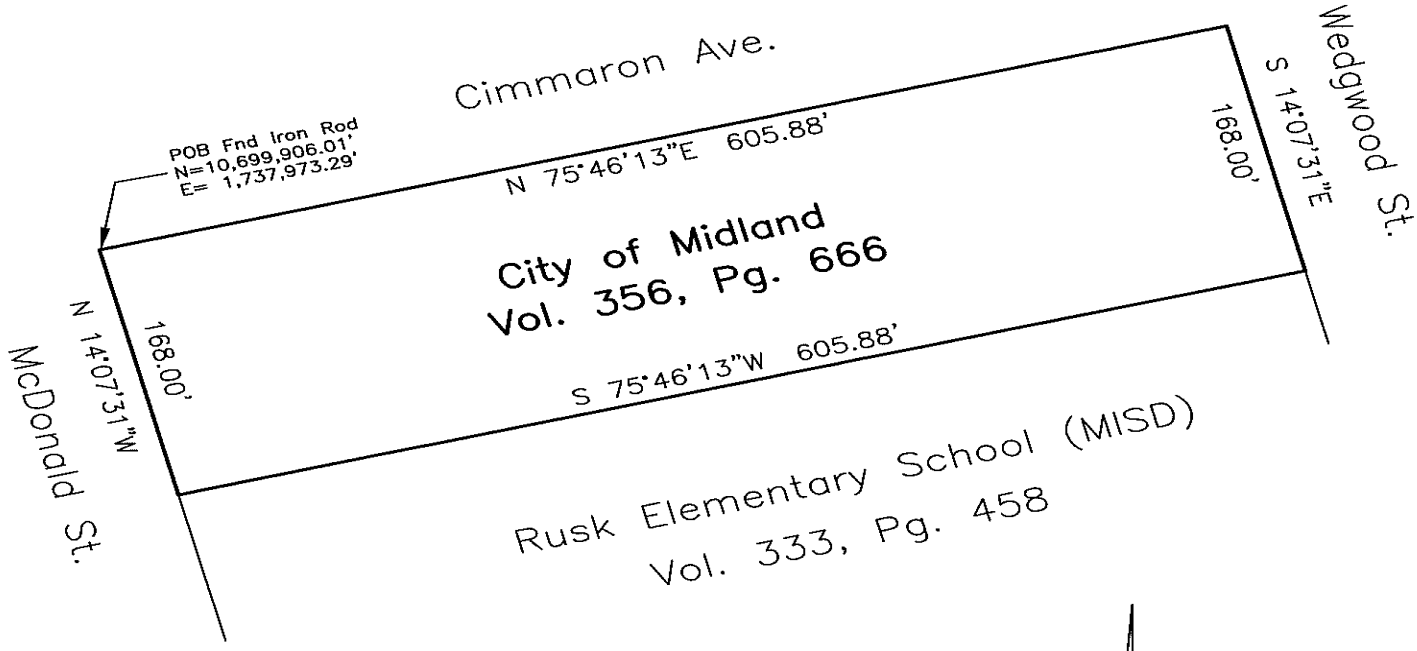
_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM ONLY:

_____

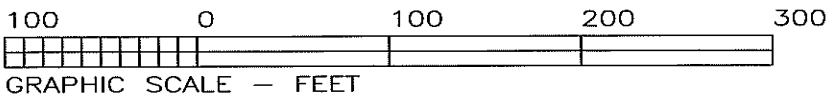
John Ohnemiller, City Attorney

# Exhibit showing a 2.337 Ac. tract located in the City of Midland, Texas and being a portion of a 3 Ac. Tract conveyed to the City of Midland, Texas




Coordinates, bearings and distances are based on the State Plane Coordinate System NAD 83, Central Zone

(Field Notes to accompany this exhibit)



Field Notes for a 2.337 acre tract of land

For a 2.337 acre tract located in the City of Midland, Texas and being a portion of a 3 acre tract conveyed to The City of Midland, Texas by deed as recorded in Vol. 356, Pg. 666 of the Midland County Deed Records and being more fully described as follows;

Beginning at a found ½" diameter iron rod for the northwest corner of the herein described tract at the southeast corner of the intersection of Cimmaron Ave. and McDonald Street and having a coordinate of N= 10,699,906.01 ft., E= 1,737,973.29 ft.,

Thence N 75° 46' 13" E along the north line of the herein described tract and the south line of said Cimmaron Ave. a distance of 605.88 ft. to a set nail spike for the northeast corner of this tract at the southwest corner of the intersection of Cimmaron Ave. and Wedgwood Street,

Thence S 14° 07' 31" E along the west line of said Wedgwood Street and the east line of this tract a distance of 168.00 ft. to a set nail spike for the southeast corner of this tract,

Thence S 75° 46' 13" W along the south line of this tract and also being the south line of the said 3 acre tract a distance of 605.88 ft. to a set nail spike for the southwest corner of this tract in the east line of said McDonald Street,

Thence N 14° 07' 31" W along the west line of this tract and the east line of said McDonald Street a distance of 168.00 ft. to the place of beginning and containing 2.337 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




5-20-21

Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7372

Midland
Reporter-Telegram
Delivering life...every day.

15 Smith Rd., Ste 1004
Midland, Texas 79705

City of Midland -Purchasing
PO Box 1152
Midland, TX 79702

Account Number: 10000409
Order Number: 0000383049

Before Me, the undersigned authority, on this day personally appeared

Sheri Rycerz of the Midland Reporter-Telegram, a newspaper of general circulation published in Midland, Ector, Howard, Crane, Glasscock, Martin, Upton, and Andrews Counties, Texas, who stated on oath that the attached instrument was published in said newspaper on each of the following dates to wit:

02-25-2023, 03-04-2023, 03-11-2023, 03-18-2023

A.D.

Sheri Rycerz

Sworn and Subscribed to before me, this Thursday, March 16, 2023

CINDY GAIL MCGAHA
Notary ID #10703161
My Commission Expires
January 7, 2027

Notary Public

Exhibit B

# Order Confirmation

**Ad Order Number**
0000383049

**Sales Rep.**
kscannell

**Order Taker**
kscannell

**Order Source**
Electronic

**Customer**
City of Midland -Purchasing

**Customer Account**
10000409

**Customer Address**
PO Box 1152
Midland TX 79702-1152 USA

**Customer Phone**
432-685-7233
432-685-7233

**Payor Customer**
City of Midland -Purchasing

**Payor Account**
10000409

**Payor Address**
PO Box 1152
Midland TX 79702-1152 USA

**Payor Phone**
432-685-7233
432-685-7233

**PO Number**

**Ordered By**
Natalie Burgard

**Customer Fax**

**Customer EMail**
rstephenson@midlandtexas.gov

**Special Pricing**
None

| Tear Sheets | Proofs | Affidavits | Blind Box | Promo Type | Materials |
|---|---|---|---|---|---|
| 0 | 0 | 1 | | | |

**Invoice Text**
Rusk Park sale notice

**Ad Order Notes**
Rusk Park sale notice

| Net Amount | Tax Amount | Total Amount | Payment Method | Payment Amount | Amount Due |
|---|---|---|---|---|---|
| $404.16 | $0.00 | $404.16 | | $0.00 | $270.87 |

| Ad Number | Ad Type | Ad Size | Color | Production Method | Production Notes |
|---|---|---|---|---|---|
| 0000383049-0' | MR-CLS Liner | : 5.0 X 12 Li | <NONE> | AdBooker | |

**External Ad Number**

**Ad Attributes**

**Ad Released**
No

**Pick Up**

| Product Information<br>Run Schedule Invoice Text | Placement/Classification<br>Sort Text | Run Dates | # Inserts | Cost |
|---|---|---|---|---|
| Midland Reporter-Telegram:: | Events and Notices - 726 | 2/25/2023, 3/4/2023, 3/11/2023, 3/18/2023 | 4 | $294.16 |
| Rusk Park sale notice | RUSK PARK SALE NOTICE | | | |
| mywesttexas.com-Online:: | Events and Notices - 726 | 2/25/2023, 3/4/2023, 3/11/2023, 3/18/2023 | 4 | $80.00 |
| Rusk Park sale notice | RUSK PARK SALE NOTICE | | | |

# Order Confirmation

**Proof of Ad** **Ad Order Number** 0000383049

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 2.337 acre tract located in Section 20, Block 39, T-2-S T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the south side of Cimmaron Avenue between Wedgwood Street and McDonald Street.

City of Midland, Texas



PACKET
50.12
March 28, 2023

Feb. 25 2023



# mrt classifieds

432.687.8815 mrtclassifieds@mrt.com

## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9466

This applies to the following: Atrelle All, Atrelle -A- All, Atrelle B All, Myrtle "A" All & Sorge "A" All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #7295.

This applies to the following: Barron LC 14 All, Barron NW 14 All, Barron SW 14 All & Barron McLane 14 All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**CITATION BY PUBLICATION**

THE STATE OF TEXAS
NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of forty two (42) days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. find out more at TexasLawHelp.org ."

TO: DEFENDANT BRIANNA HARGIS AND THE UNKNOWN HEIRS OF THOMAS HARGIS, DECEASED

GREETINGS:
You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION** at or before 10:00 A.M. on the Monday next after the expiration of fortytwo days after the date of service of the citation before the Honorable 238th District Court of Midland County, Texas at the Courthouse of said county in Midland, Texas. Said Plaintiff's Petition was filed in said court on the 13th day of December A.D. **2011**, in this cause, numbered CV58220 on the docket of said court, and styled,

COLONIAL SAVINGS, F.A. Plaintiff
vs.
BRITTNI HARGIS, BRIANNA HARGIS, AND THOMAS JOSEPH HARGIS, Defendant(s)

The names of the parties to the cause are as follows:
COLONIAL SAVINGS, F.A Plaintiff and BRITTNI HARGIS, BRIANNA HARGIS, AND THOMAS JOSEPH HARGIS, Defendant(s)

A brief statement of the nature of this suit is as follows, to-wit:

You are hereby notified that suit has been brought by Colonial Savings, F.A its successors and assigns, as plaintiffs, by and through its attorney of record, Thomas L. Brackett of Barrett Daffin Frappier Turner & Engel, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001, 972-386-5040, against Defendants Brianna Hargis and The Unknown Heirs of Thomas Hargis, Deceased to enforce the Loan Agreement on the property located at 3612 Shell Avenue Midland, Texas 79707 and legally described as.

BEING ALL OF LOT SIXTEEN (16) AND THE EAST TEN FEET OF LOT SEVENTEEN (17), BLOCK FIVE (5), WEDGWOOD PARK SECTION 2 AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN CABINET A, PAGE 91, PLAT RECORDS OF MIDLAND COUNTY, TEXAS

The officer executing this writ shall promptly serve the same according to the requirements of law. and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal said Court at office, on this the 12 day of October

ROXANA GALINOO Deputy

Alex Archuleta, District Clerk
Midland County, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9572.

This applies to the following: Davidson-Hale 37 All & Hale "37A" All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9506.

This applies to the following: Dickenson 19 C All & Dickenson "E" All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 0.783 acre tract located in Block 19, Lot 2, Dellwood Second Section, City and County of Midland, Texas. (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9395.

This applies to the following: SpoonBill 10 All & Heron East 45 All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

Extra Space Storage will hold a public auction to satisfy Extra Space's lien. by selling personal property described below belonging to those individuals listed below at the location indicated. All spaces contain household furniture unless otherwise noted.

Facility 1770: 5005 Andrews Hwy Midland, TX 79703, March 15, 2023, 10:00 AM, Catalina Balerio, Brenda Herrera, Kasie Dobson, Bertha Bermea, Anthony Chamblin, Tiffany Stacy.

Facility 1772: 1904 Loop 250 Frontage Rd, Midland, TX 79705. March 15, 2023, 10:00AM, Abram Vargas, Thomas Verner.

Facility 1612: 3111 Caldera Blvd Midland, TX 79705, March 15, 2023, 10:00AM, Lily Sanchez.

Facility 1614: 2504 N Loop 250 W, Midland, TX 79707, March 15, 2023, 10:00AM, Jaman Lottimore. Lynnie Rinal, Cheyenna Pearce, Hector Fuentes.

The auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.


Garage-Estate-Yard Sale

Garage-Estate-Yard Sale

Estate Sales

JESSA'S ESTATE SALES
Permian Sign Co. Liquidation
February 23-25 From 9am - 3pm
4111 S. County Road 1278
Midland TX 79706
Photos Available on estatesales.net
JESSA'S ESTATE Sales & Liquidation
jessasestatesales.com
Mark Troschinetz 432-557-6921

LAMAR COATS Estate Sale
6700 West Wind Ct
(Greentree North)
Thurs 9-2, Fri 9-1, Sat 9-12
House Full Of Name Brand Furniture, 3 Beautiful King Size Beds, Wonderful Zebra Pattern Furniture, Console Cabinet, Display Cabinet, French Style Writing Desk, Paintings & Prints, Other Sofas, Garden Furniture, Washer & Dryer, Freezer, Hand Tools & Much More!!
No Children Please!
Too Many Breakables!
To See Photos Go To: estatesales.net

FOR SALE Real Estate Rental-Sale

FOR SALE Real Estate Rental-Sale

Lots and Land

AFFORDABLE LAND
WE HAVE SOME OF THE BEST IN TEXAS. HILL COUNTRY - EDWARDS, McCULLOCH, SCHLEICHER, COKE, VAL VERDE COUNTY. FREE RANGING EXOTICS. SOUTH TEXAS - KINNEY, DUVAL, LIVE OAK COUNTY - WHITETAIL, HOGS. TRANS PECOS, TERRELL, VAL VERDE - WHITETAIL, JAVELINA, QUAIL. 30 YEAR FIXED RATE FINANCING, 5% DOWN. ranchenterprises4d.com
800-876-9720.

Commercial

COMMERCIAL BUILDING for sale, Zoned LR1. 1509 N Big Spring St. Asking $595,000. 10% down, payments flexible, low interest rate. OWNER FINANCED. Call B4 (432)631-2905

Lots and Land

Acreage

13 ACRES For Sale With Big Shop, RV Park, Mobile Home Real Good Condition! Call 432-661-1180

Lots and Land

1 COVERED RV Space, Washing Facilities Available, All Bills Paid $450 A Month Near Lake Amistad Call 830-719-7770

AUCTION- 3/1 @ 2 PM (Online Only):
OIL & GAS INVESTMENT OPPORTUNITY!
Oklahoma Producing & Nonproducing Minerals
iggins@auctioneers.com | 580.233.3066

Classified CAN 687.8815

Who's Who For Service
This can advertise your business for as little as $47.00 monthly
Call 682-6222 for details.

Home Services & Home Improvement

Concrete
For all your concrete needs, driveways, sidewalks, new slabs house or garage additions. Call Danny @ 432-894-0702

Heat-Air Condition
Ellis & Sons Plumbing & Air Conditioning Sales & Service. Service all brands. 563-2679. TACLB005482.

AAA HANDYMAN SERVICES, PAINTING, PLUMBING, CEILING FANS, POWER Washing, Tree Pruning, Fence Repairs. You Name It I Can Do IT!! 432-889-3318

Remodeling-Repair
Handyman, construction - metal/wood. Need a new carport, fence, a paint job, or framing? You can call or text Chris Morgan @ 432-349-2709

Landscape and Tree Maintenance

Lawn and Garden
AAA TREE Service: Free Estimates, tree pruning & removal, flower beds, shrub trimming, & property clean up. Call 432-889-3318

Sprinkler & Drip System Repair Small trees & Lawn Service. We're small but BIG on service 432-570-8347

Personal Services
The Davis Law Firm
Personal Injury Claims
Pay no attorney's fees unless you recover. Court costs, litigation expenses, and medical bills are paid from your share of the recovery. If there is no recovery, you will not be responsible for any court costs or litigation expenses, except for unpaid medical bills.
Office in Dallas, TX 972-426-8388

Classified CAN 687.8815

2 AUCTIONS IN 1 DAY
RETIREMENT AUCTION & CAT RENTAL FLEET EQUIPMENT
~ LN McKean Construction Company ~
Primarily Cat Construction Equip., Articulated Haul Trucks, Aerial Lifts, Trucks, Trailers
LIVE: FRIDAY, MARCH 10TH @ 10:00 AM
TIMED OPENS: WEDNESDAY, MARCH 8TH @ 4:00 PM
TIMED CLOSES: FRIDAY, MARCH 10TH @ 4:04 PM
HOUSTON, TEXAS
ADDRESS: 711 Rankin Rd., Houston, Texas 77073
HIGHLIGHTS: 3 6x6 Haul Trks; 2015 Bell B30D; 2013 Volvo A25F Volvo 40 ton 3D Excavators; 2015 Cat 336; 2016 CAT's Cat 336FL, 2020 Cat 336FL, 2016 Cat 336FL, 2020 Cat 336FL, Cat 336FL, 2018 Cat 320, 2020 Cat 336EL, 2020 Cat 352L, Cat 336E; 2017 Volvo EC380; Volvo EC300LR; 2015 Liebherr R 900; 2016 Komatsu PC210LC-11; Excavators; PC210LC; 2016 EC160; 2016 EC210; 2015 EC140; 2016 EC27; 2016 EC300; 2016 EC350; Case CX210D; 2016 Case CX130D; 2017 Takeuchi TB290FR; 2017 Takeuchi TB240R; 2016 Hitachi ZX85; 2016 Bobcat E50; ZX120D; HZ210LC; 2015 KOMATSU PC490; 3 Rubber Tired Loaders: Komatsu WA 320; 2016 Cat 930M; 2020 Cat 930M Articulated; HD30; 3D Crawler Tractors: 2015 Cat D6K XW Cat D7E 2Way Tractors; D7R2XE Cat D6N LGP; 2020 Cat D6N LGP; 2017 Cat D7R2LGP; D6LGP; D6NLGP; 3 Crawler Carriers; Enclosed Belt Type Water Cooled; CX70; 3 Scissor Backhoes; JCB 4CX; 2017 Cat 420F; 2020 Cat 420; 2 Telescopic; 2015 JLG 1055; 12 Articulating Boomlifts; 2015 JLG 1250AJP; 2016 JLG 1350; 2 Articulating Boomlifts; 2015 JLG 600AJ; 2016 JLG 600AJ; 2 Telehandlers; Pneumatic Rubber Tired; 2 Enclosed Belt Drive Cab; 2015 JLG 1055; Vacuum Trucks; 2 Vacuum Trks; Enclosed Type; 2 Belt Forklifts; Extensive; 4 Enclosed Belt; JLG 8042; 2016 Genie GTH-4208; 2020 JLG Genie GTH-1056; Electric Boom Lifts; 2015 JLG 600SJP; 3 Scissor Lifts; JLG 3246; Genie S-85; RT; 3 Sweepers; 2 Scarifier; 12 Ton Cranes; 2015 Link Belt LS108H; 2012 Link Belt LS238H; 2015 Link Belt LS238H; 2016 Link Belt LS238H; 2016 Link Belt LS298H; 2016 Link Belt LS298H; 2016 Link Belt LS298

March 4 2023



## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #3466

This applies to the following: Abelle AB, Abelle, A- AB, Abelle B AB, Myrtle "A" AB & Sorge "A" AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #7295.

This applies to the following: Barron LC 14 AB, Barron NW 14 AB, Barron S/W 14 AB & Barron McLane 14 AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**CITATION BY PUBLICATION**

THE STATE OF TEXAS
NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of forty two (42) days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. find out more at TexasLawHelp.org."

TO: DEFENDANT BRIANNA HARGIS AND THE UNKNOWN HEIRS OF THOMAS HARGIS, DECEASED

GREETING:
You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION** at or before 10:00 A.M. on the Monday next after the expiration of forty-two days after the date of service of the citation before the Honorable 238th District Court of Midland County, Texas at the Courthouse of said county in Midland, Texas. Said Plaintiff's Petition was filed in said court on the 13th day of December A.D. 108, in this cause, numbered CV56220 on the docket of said court, and styled,

COLONIAL SAVINGS, F.A., Plaintiff
vs.
BRITTNI HARGIS, BRIANNA HARGIS, AND THOMAS JOSEPH HARGIS, Defendant(s)

The names of the parties to the cause are as follows:
COLONIAL SAVINGS F.A Plaintiff and BRITTNI HARGIS BRIANNA HARGIS, AND THOMAS JOSEPH HARGIS, Defendant(s)

A brief statement of the nature of this suit is as follows, to-wit:

You are hereby notified that suit has been brought by Colonial Savings, F.A.as successors and assigns, as plaintiffs, by and through its attorney of record, Thomas L. Brackett of Barrett Daffin Frappier Turner & Engel, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001, 972-386-5049, against Defendants Brianna Hargis and The Unknown Heirs of Thomas Hargis, Deceased to enforce the Loan Agreement on the property located at 3612 Shell Avenue Midland, Texas 79707 and legally described as:

BEING ALL OF LOT SIXTEEN (16) AND THE EAST TEN FEET OF LOT SEVENTEEN (17) BLOCK FIVE (5), WEDGWOOD PARK SECTION 2 AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN CABINET A, PAGE 91, PLAT RECORDS OF MIDLAND COUNTY, TEXAS

The officer executing this writ shall promptly serve the same according to the requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal said Court at office, on this the 12 day of October

ROXANA GALINDO Deputy

Alex Archuleta, District Clerk
Midland County, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #3572.

This applies to the following: Davidson-Hale 37 AB & Hale "37A" AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas. P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #3606.

This applies to the following: Dickenson 19 C AB & Dickenson "E" AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas. P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 0.763 acre tract located in Block 19, Lot 2 Dellwood Second Section City and County of Midland, Texas. (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #3095.

This applies to the following: Spoonbill 16 AB & Heron East 45 AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 0.237 acre tract located in Section 20, Block 29, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the south side of Cremation Avenue between Wedgwood Street and McDonald Street.

City of Midland, Texas

**REQUEST FOR PROPOSAL**

Region 18 Education Service Center is soliciting RFP submissions for the Region 18 ESC 2023-2024 Purchasing Cooperative Discount RFP, #18-0223-02-000002. RFP forms and specifications may be obtained beginning **March 1, 2023, at 8:00 a.m.** from the ESC 18 eBid website (esc18.ionwave.net). All questions are to be submitted via the ESC eBid website. Proposals will be received at the ESC 18 eBid website until **3:00 p.m., May 31, 2023**. Region 18 ESC reserves the right to reject any and all submissions.

## Garage-Estate-Yard Sale

**Estate Sales**
3503 STANOLIND AVE
Saturday 8-2
Sunday 9-1
Home Decor, Kitchen Items, Odds & Ends, Furniture, Clothing, Lots Of Misc.

**Estate Sales**

**SPECIAL VINTAGE** Barbie Sale. Benefiting Meals on Wheels. All Dolls are new in their boxes. Around 40 dolls were donated. View photos as I list them this week on The Cats Meow Facebook Page - Midland Texas. The event will take place from Thursday - Saturday 10-6. At The Cats Meow, 408 Andrews Hwy, Midland. Every $.50 you purchase will pay for a meal.

**LAMAR COATS Estate Sale**
**6700 West Wind Ct**
**(Greenlree North)**
**Saturday 9-12**
**50% - 75% OFF**
**1 Day ONLY**
**To See Photos Go To: estatesales.net**

**Silver Coin Collection**
260 One Ounce Coins. Mint Condition. 432-448-6925

## Who's Who For Service

You can advertise your business for as little as $47.50 monthly.
Call 682-6222 for details.

**Home Services & Home Improvement**

**Concrete**
For all your concrete needs, driveways, sidewalks, new slabs, house or garage additions. Call Danny @ 432-894-0762

**Heat-Air Condition**
Ellis & Sons Plumbing & Air Conditioning Sales & Service. Service all brands. 683-2672. TACLB005482

AAA HANDYMAN SERVICES, PAINTING, PLUMBING, CEILING FANS, POWER Washing, Tree Pruning, Fence Repairs. You Name It I Can Do It!!! 432-889-3518

**Remodeling-Repair**
Handyman, construction - metal/wood. Need a new carport, fence, a paint job, or framing? You can call or text Chris Morgan @ 432-349-2769

**Landscape and Tree Maintenance**

**Lawn and Garden**
AAA TREE Service: Free Estimates. tree pruning & removal. flower beds, shrub trimming, & property clean up. Call 432-889-3518

Sprinkler & Drip System Repair Small trees & Lawn Service. **We're small but BIG on service 432-570-5347**

**Personal Services**

**The Davis Law Firm**
Personal Injury Claims
**Pay no attorney's fees** unless you recover. Court costs, litigation expenses, and medical bills are paid from your share of the recovery. If there is no recovery, you will not be responsible for any court costs or litigation expenses, except for unpaid medical bills. Office in Dallas, TX. **972-425-8368**

## Classified CAN 687.8815

## Real Estate Rental-Sale

**Commercial**
**COMMERCIAL BUILDING** for sale, Zoned LR1. 1509 N Big Spring St. Asking $695,000. 10% down, payments flexible, low interest rate. OWNER FINANCED. Call Bill (432)631-7905

**AFFORDABLE LAND**
WE HAVE SOME OF THE BEST IN TEXAS. **HILL COUNTRY** - EDWARDS, McCULLOCH, SCHLEICHER, COKE, VAL VERDE COUNTY. FREE RANGING EXOTICS. **SOUTH TEXAS** - KINNEY, DUVAL, LIVE OAK COUNTY - WHITETAIL, HOGS. **TRANS PECOS,** TERRELL, VAL VERDE - WHITETAIL, JAVELINA, QUAIL. 30 YEAR FIXED RATE FINANCING 5% DOWN. ranchwithgmail.com **800-876-9720.**

**Acreage**
12 ACRES For Sale With Big Shop, RV Park, Mobile Home Real Good Condition! Call 432-661-1190

## Autos For Sale-Lease

**Pickup Trucks**
2019 GMC 2500 Denali Diesel. Luxury Package. Garage Kept, 56k, Red with Leather Interior, Black, 4X4, Sunroof, New Tires, Remote Start, $59 995 Firm. No Trades! 432-349-3772

*Let Classifieds Work for You! Call*
**432-687-8815**

## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9858.

This applies to the following: Pecan Acres 23 AB, Pecan Acres 23 PSA 1 AB, Pecan Acres 23 PSA 2 AB, Pecan Acres 23 PSA 3 AB & Pecan Acres 23A AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas. P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

Extra Space Storage will hold a public auction to satisfy Extra Space's lien, by selling personal property described below belonging to those individuals listed below at the location indicated. All spaces contain household furniture unless otherwise noted.

Facility 1773: 5005 Andrews Hwy Midland, TX 79703, March 15, 2023, 10:00 AM: Catalina Balero, Brenda Herrera, Kasie Dobson, Bertha Bermea, Anthony Chamblin, Tiffany Stacy.

Facility 1772: 1504 Loop 250 Frontage Rd, Midland, TX 79705, March 15, 2023, 10:00AM, Abram Vargas, Thomas Varner

Facility 1813: 3111 Caldera Blvd Midland, TX 79705 March 15, 2023, 10:00AM, Lily Sanchez

Facility 1814: 2504 N Loop 250 W, Midland, TX 79707, March 15, 2023, 10:00AM, Jamari Lattimore, Lynne Rasul, Cheyenne Pearce, Hector Fuentes.

The auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

**Public Notice**

PermiaCare is looking to engage a public accounting firm to perform the annual financial and compliance audit for fiscal year 2023. In order to be eligible to submit a proposal, firms must:

1. Maintain membership in an external quality control review organization.
2. Have had a peer review conducted within the past 3 years and an unqualified report issued or a rating of pass received.
3. Have verifiable experience in performing Community Mental Health and Individuals with Intellectual Developmental Disability Center audits within the past 3 years.
4. Not be under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.
5. Be eligible to do business in the State of Texas.

If your firm meets the above eligibility requirements and you are interested in conducting the work, the application document can be downloaded from the following website:

**PermiaCare**
Website: https://www.permiacare.org/contracts-rfps/
Section: Request for Proposal
Description: PermiaCare Independent Audit RFP for 08/31/2023

Requests for the application document by, as well as any other questions can be directed to Christian Manuel at christian.manuel@permiacare.org, by phone at 432-274-5695 and by mail at 401 E. Illinois, Suite 303, Midland, TX 79701. Completed applications will be due no later than **5:00 p.m. Friday, March 24, 2023**

**OFF LEASE PENTRATION POINT NOTICE**

NOTICE IS HEREBY GIVEN that PIONEER NATURAL RES. USA, INC. ("Pioneer"), [RRC Operator No. 665748] will file with the Railroad Commission of Texas an application for permits to drill the following wells in the Spraberry (Trend Area) Field in Martin County, Texas.

SCOTT-PHILLIPS 34A 1H
SCOTT-PHILLIPS 34D 4H
SCOTT-PHILLIPS 34G 7H
SCOTT-PHILLIPS 34B 2H
SCOTT-PHILLIPS 34E 5H
SCOTT-PHILLIPS 34H 8H
SCOTT-PHILLIPS 34C 3H
SCOTT-PHILLIPS 34F 6H

The Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit or unitized tract for which the Wells are permitted. The penetration point for the Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit, or unitized tract for which the Wells are permitted ("Off-Site Tract").

Under the Railroad Commission's Final Order Amending and Reinstituting Field Rules for the Spraberry (Trend Area) Field, Docket No. 7C-0297471, Rule 2 (the "Rules"), Pioneer is required to provide notice to the designated operator, lessee of record, or unleased mineral owner under the Off-Site Tract, notice of the application to drill.

PURSUANT TO THE TERMS of Railroad Commission rules and regulations, this application may be granted WITHOUT A HEARING if no protest to the application is received within a 4 week deadline of this notice. An affected person is entitled to protest the application. Affected persons include owners of record and the operator or lessees of record on the Offsite Tract. If any mineral owner of the Offsite Tract objects to the location of the penetration point, the applicant may request a hearing to demonstrate the necessity of the location of the penetration point of the well to prevent waste or to protect correlative rights.

The Off-Site Tract of the well(s) is as shown below:

Section 34, Block 35, Township 1-North, T&P RR Co. Survey, Abstract 1060, Martin County, Texas

If you have questions regarding this application, please contact the Applicant's representative, April Maxey, at (972) 969-1741.


MRT HOMES GALLERY




GRASSLAND WEST...1905 JADEWOOD...$735,000
FANTASTIC FLOOR PLAN! OVER 3,400 SQ FT WITH 4 BEDROOMS + 4 BATHROOMS + OFFICE + GAME ROOM + 3 CAR GARAGE + SITTING AREA! GOURMET KITCHEN! DOUBLE OVENS, HIGH END/DESIGNER BEAUTIFUL GRANITE THROUGHOUT! DESIGNER TILE FLOOR AROUND ALL OF THE HOME! SPACIOUS, IN TILE! HOME IS SHOWN BY APPOINTMENT ONLY! SEPARATE GUEST SUITE, READY FOR IMMEDIATE OCCUPANCY! CALL MARGARET @ 432-889-7894.
UP GROUP REALTORS (432) 684-7788

March 11 2023



## BRIDGE RESULTS

Results from games at the Allison Bridge Center, 913 W. Wadley, in Midland from Feb. 26-March 3

**Feb. 26**

1st KC Evans — Debbie Conly
2nd Charlie Grimes — Ann Servatius
3rd Lonnie Yee — Sandy Hill

**Feb. 27**

1st Travis Woodward — Marlene Blumentritt
2nd Debbie Conly — KC Evans
3rd Patti Heard — Kay Arrell

**Feb. 27** (evening)

1st Belle Harris — Greg Keys
2nd Marty Massie — Dorothy Blair
3rd Scott Vaughan — Robin Hughes

**March 1**

1st Marlene Blumentritt — Flo Curry
2nd Sandy Hill — Lonnie Yee
3rd Bill Brooks — Dale Linton

**March 2**

North/South Pairs
1st Ann Servatius — Kay Sewell
2nd Scott Johnson — Paul Newbury
3rd Bob Reimers — D'Ann Norwood
4th Shirley Davenport — Gwin Jamerson

East/West Pairs
1st Belle Harris — Nancy Bondy
2nd Dale Linton — Marty Massie
3rd Ann Parish — Bill Brooks
4th Robin Hughes — Scott Vaughan

**March 3**

1st Linda Buzan — Lonnie Yee
2nd Sarah Wright — Patti Heard
3rd KC Evans — Debbie Conly

**Bridge games in Midland** (at Allison Bridge Center, 913 W. Wadley)

Open game, 1:30 p.m., Sunday
Open game, 1 p.m. Tuesday.
Novice game, 6:45 p.m., Tuesday
Open game, 6:45 p.m., Wednesday
Novice game, 6:45 p.m., Thursday
Open game, 1 p.m., Friday

Need a partner? For open games contact Marlene Blumentritt at 432-694-6740. For Novice games, contact Belle Harris at 432-682-6106

## GOREN BRIDGE

With Bob Jones

### Bidding Quiz

Q 1 — Neither vulnerable, as South, you hold:

♠ K Q 9 8 2 ♡ Void ◇ K 9 7 ♣ Q 8 7 6 4

Right-hand opponent opens INT, 13-17. What call would you make?

Q 2 — North-South vulnerable, as South, you hold:

♠ K J 10 7 6 4 ♡ K 7 5 ◇ Q J ♣ A 2

Right-hand opponent opens 1S. What call would you make?

Q 3 — East-West vulnerable, as South, you hold:

♠ Void ♡ 9 8 6 5 ◇ K 6 ♣ 10 9 7 6 4

♠ A J 9 8 6 3

Partner opens 1S and right-hand opponent passes. What call would you make?

Q 4 — Both vulnerable, as South, you hold:

♠ 9 8 6 5 3 ♡ K 6 ◇ Q ♣ 10 9 7 6 4

| WEST | NORTH | EAST | SOUTH |
|---|---|---|---|
| 1◇ | 1♠ | Dbl* | ? |

*Negative

What call would you make?

# House votes to declassify info about COVID origins

By Lisa Mascaro
AP CONGRESSIONAL CORRESPONDENT


Jim Himes

WASHINGTON — The House voted unanimously on Friday to declassify U.S. intelligence information about the origins of COVID-19, a sweeping show of bipartisan support near the third anniversary of the start of the deadly pandemic.

The 419-0 vote was final approval of the bill, sending it to President Joe Biden's desk to be signed into law.

Debate was brief and to the point: Americans have questions about how the deadly virus started and what can be done to prevent future outbreaks.

"The American public deserves answers to every aspect of the COVID-19 pandemic," said Rep. Michael Turner, R-Ohio, the chairman of the House Intelligence Committee.

That includes, he said, "how this virus was created and, specifically, whether it was a natural occurrence or was the result of a lab-related event."

The order to declassify focused on intelligence related to China's Wuhan Institute of Virology, citing "potential links" between the research that was done there and the outbreak of COVID-19, which the World Health Organization declared a pandemic on March 11, 2020.

U.S. intelligence agencies are divided over whether a lab leak or a spillover from animals is the likely source of the deadly virus.

Experts say the true origin of the coronavirus pandemic, which has killed more than 1 million Americans, may not be known for many years — if ever.

"Transparency is a cornerstone of our democracy," said Rep. Jim Himes, of Connecticut, the top Democrat on the Intelligence Committee, during the debate.

Led by Republicans, the focus on the virus origins comes as the House launched a select committee with a hearing earlier in the week delving into theories about how the pandemic started.

It offers a rare moment of bipartisanship despite the often heated rhetoric about the origins of the coronavirus and the questions about the response to the virus by U.S. health officials, including former top health adviser Anthony Fauci.

The legislation from Sen. Josh Hawley, R-Mo., was already approved by the Senate.

If signed into law, the measure would require within 90 days the declassification of "any and all information relating to potential links between the Wuhan Institute of Virology and the origin of the Coronavirus Disease."

That includes information about research and other activities at the lab and whether any researchers grew ill.


mrt classifieds 432.687.8815 mrtclassifieds@mrt.com

**Legal and Public Notices**

**NOTICE OF SHERIFF'S SALE**

**REAL PROPERTY**

BY VIRTUE OF AN ORDER OF SALE ISSUED OUT OF THE 238TH DISTRICT COURT OF MIDLAND COUNTY, TEXAS, IN A CERTAIN CAUSE NUMBERED CV58672, ON THE 16TH DAY OF DECEMBER, 2022, STYLED: LONE STAR TRAILS HOMEOWNERS ASSOCIATION, INC VS GILBERTO MORALES, ET AL, TO ME, AS SHERIFF DAVID CRINER DIRECTED AND DELIVERED, I HAVE LEVIED UPON THIS 6TH DAY OF MARCH, 2023 AND WILL BETWEEN THE HOURS OF 10:00 AM AND 4:00PM AT APPROXIMATELY 10:00 AM ON THE FIRST TUESDAY IN APRIL, 2023, IT BEING THE 4TH DAY OF SAID MONTH, APRIL 4TH 2023 , AT MIDLAND COUNTY COURTHOUSE OF MIDLAND, COUNTY, PROCEED TO SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, FOR CASH IN HAND, ALL RIGHT, TITLE AND INTEREST, IF ANY, WHICH THE DEFENDANT GILBERTO MORALES, ET AL HAD ON THE 4TH DAY OF APRIL, 2023, OR AT ANY TIME THEREAFTER, OF IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

**LOT TWELVE (12), BLOCK TWO (2), LONE STAR TRAILS, SECTION ONE (1), A ADDITION TO THE CITY OF MIDLAND BEING A SUBDIVISION OF 18.09 ACRES OF LAND SITUATED IN SECTION 12, BLOCK 39, T-1-S, T & P RR. CO. SURVEY, MIDLAND COUNTY TEXAS, ACCORDING TO MAP OR PLAT AND /OR DEDICATION DEED THEREOF RECORDED IN CABINET J, PAGE 32, PLAT RECORDS MIDLAND COUNTY, TEXAS, (THE "PROPERTY"). PROPERTY ADDRESS: 8909 RANCH DRIVE, MIDLAND, TX. 79701**

SAID PROPERTY IS LEVIED ON AS PROPERTY OF GILBERTO MORALES, ET AL AND WILL BE SOLD TO SATISFY THE JUDGMENT, INTEREST, COURT COSTS, FEES AND OTHER COSTS OF SUIT.

GIVEN UNDER MY HAND ON THIS THE 8TH DAY OF FEBRUARY, 2023.

DAVID CRINER SHERIFF
MIDLAND COUNTY, TEXAS
BY: /S/ DANIEL MOORE
INV. DANIEL MOORE, DEPUTY

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #6346.

This applies to the following: North Brook NE 45T A8, North Brook NE 45S A8, North Brook NE 45U A8, North Brook NE 34 A8 & North Brook SE45 A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District

A 2.337 acre tract located in Section 20, Block 39, T-2-S T&P RR Co. Survey, City and County of Midland, Texas, (Generally located on the south side of Cimmaron Avenue between Wedgwood Street and McDonald Street.

City of Midland, Texas

**OFF LEASE PENTRATION POINT NOTICE**

NOTICE IS HEREBY GIVEN that PIONEER NATURAL RES. USA, INC. ("Pioneer,") (RRC Operator No. 665746) will file with the Railroad Commission of Texas an application for permits to drill the following well(s) in the Spraberry (Trend Area) Field in Martin County, Texas.

SCOTT-PHILLIPS 34A 1H
SCOTT-PHILLIPS 34D 4H
SCOTT-PHILLIPS 34G 7H
SCOTT-PHILLIPS 34B 2H
SCOTT-PHILLIPS 34E 5H
SCOTT-PHILLIPS 34H 8H
SCOTT-PHILLIPS 34C 3H
SCOTT-PHILLIPS 34F 6H

The Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit or unitized tract for which the Wells are permitted. The penetration point for the Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit, or unitized tract for which the Wells are permitted ("Off-Site Tract.")

Under the Railroad Commission's Final Order Amending and Renumbering Field Rules for the Spraberry (Trend Area) Field, Docket No. 7C-0297471, Rule 2 (the "Rules"), Pioneer is required to provide notice to the designated operator, a lessee of record, or unleased mineral owner under the Off-Site Tract, notice of the application to drill.

PURSUANT TO THE TERMS of Railroad Commission rules and regulations, this application may be granted WITHOUT A HEARING if no protest to the application is received within a 4 week deadline of the notice. An affected person is entitled to protest this application. Affected persons include owners of record and the operator or lessees of record on the Offsite Tract. If any mineral owner of the Offsite Tract objects to the location of the penetration point, the applicant may request a hearing to demonstrate the necessity of the location of the penetration point of the well to prevent waste or to protect correlative rights.

The Off-Site Tract of the well(s) is as shown below:

Section 34, Block 35, Township 1-North, T&P RR Co. Survey, Abstract 1060, Martin County, Texas

If you have questions regarding this application, please contact the Applicant's representative, April Maxey, at (972) 969-1741.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9957.

This applies to the following: Currie Neal 47 2811H, Currie Neal 47 4401H, Currie Neal 47 4402H, Currie Neal 47 4405H, Brunson Ranch 47A A8, Brunson Ranch 47B A8, Brunson Ranch 47C A8 & Brunson Ranch 47D A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Legal and Public Notices**

**NOTICE OF SHERIFF'S SALE**

**REAL PROPERTY**

BY VIRTUE OF AN ORDER OF SALE ISSUED OUT OF THE 385TH DISTRICT COURT OF MIDLAND COUNTY, TEXAS, IN A CERTAIN CAUSE NUMBERED CV56845, ON THE 2nd DAY OF DECEMBER, 2022, STYLED: LONE STAR TRAILS HOMEOWNERS ASSOCIATION, INC VS. JULIO C. PADILLA ET AL, TO ME, AS SHERIFF DAVID CRINER DIRECTED AND DELIVERED, I HAVE LEVIED UPON THIS 19TH DAY OF JANUARY ,2023 AND WILL BETWEEN THE HOURS OF 10:00 AM AND 4:00PM AT APPROXIMATELY 10:00 AM ON THE FIRST TUESDAY IN APRIL, 2023, IT BEING THE 4TH DAY OF SAID MONTH, APRIL 4TH 2023 , AT MIDLAND COUNTY COURTHOUSE OF MIDLAND, COUNTY, PROCEED TO SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, FOR CASH IN HAND, ALL RIGHT, TITLE AND INTEREST, IF ANY, WHICH THE DEFENDANT JULIO C. PADILLA ET AL HAD ON THE 4TH DAY OF APRIL, 2023, OR AT ANY TIME THEREAFTER, OF IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

**LOT TWO (2), BLOCK SIX (6), LONE STAR TRAILS, SECTION TWO (2), A SUBDIVISION OF 25.74 ACRES OF LAND SITUATED IN SECTION 12, BLOCK 39, T-1-S, T & P.RR. CO. SURVEY, MIDLAND COUNTY TEXAS, ACCORDING TO MAP OR PLAT AND /OR DEDICATION DEED THEREOF RECORDED IN CABINET J, PAGE 60, PLAT RECORDS MIDLAND COUNTY, TEXAS, (THE "PROPERTY"). PROPERTY ADDRESS: 1202 RANDOLPH LANE, MIDLAND, TX. 79705**

SAID PROPERTY IS LEVIED ON AS PROPERTY OF JULIO C. PADILLA ET AL AND WILL BE SOLD TO SATISFY THE JUDGMENT, INTEREST, COURT COSTS, FEES AND OTHER COSTS OF SUIT.

GIVEN UNDER MY HAND ON THIS THE 17TH DAY OF JANUARY, 2023.

DAVID CRINER SHERIFF
MIDLAND COUNTY, TEXAS
BY: /S/ DANIEL MOORE
INV. DANIEL MOORE, DEPUTY

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #6490.

This applies to the following: University-Ratliff W58-7A A8, University-Ratliff W58-7B A8, University-Ratliff W58-7C A8, University-Ratliff W58-7D A8, University-Ratliff W58-7E A8, University-Ratliff W58-7F A8, University-Ratliff E58-7G A8, University-Ratliff E58-7H A8, University-Ratliff E58-7I A8, University-Ratliff E58-7J A8 & University-Ratliff E58-7GK A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9421.

This applies to the following: University 6G 7H, University 6K 11H, University 6C 3H, University 6D 4H, University 6E 5H, University 6I 9H, University 6J 10H, University 6F 6H, University 6H 8H, University 7-7B 2H, University 7-7A 1H, University 7-8G 7H, University 7-7C 3H, University 7-8F 6H, University 7-6H 8H, UNIVERSITY 6-44A A8, UNIVERSITY 6-48B A8, UNIVERSITY 6-48C A8, UNIVERSITY 6-48D A8, UNIVERSITY 6-48E A8, UNIVERSITY 7-20A A8, UNIVERSITY 7-20B A8, UNIVERSITY 7-20C A8, UNIVERSITY 7-20D A8, UNIVERSITY 7-20E A8 & UNIVERSITY 7-20F A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District

A 0.763 acre tract located in Block 19, Lot 2, Dellwood Second Section, City and County of Midland, Texas, (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #8232.

This applies to the following: Miles 25C 3H, Miles 25D 4H, Miles 25E 5H, Miles 25H 6H, Miles 25J 10H, Miles 25A 1H, Miles 25B 2H, Miles 25F 6H, Miles 25G 7H, Arick Stout 36D 17H, Arick Stout 36H 14H, Arick Stout 36G 15H, Arick Stout 36P 18H, Arick Stout 36M 13H, Arick Stout 36R 19H, Locklar-HB 26U A8, Locklar-HB 26L A8, LOCKLAR-BONNIE 26S A8, ARICK-SIMMS 26A A8, ARICK-SIMMS 26B A8, ARICK-SIMMS 26C A8, ARICK-SIMMS 26D A8, ARICK-SIMMS 26E A8, ARICK-SIMMS 26F A8, ARICK-SIMMS 26G A8, ARICK-SIMMS 26H A8, ARICK-SIMMS 26I A8, ARICK-SIMMS 26J A8, ARICK-SIMMS 26K A8, ARICK-SIMMS 26L A8, ARICK-SIMMS 26M A8, ARICK-SIMMS 26N A8 & ARICK-SIMMS 26O A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

Find it fast in the Midland Reporter-Telegram CLASSIFIEDS

March 18 2023



# MC dual credit students win big at SKILLS USA 2023

**By Midland College**

On Feb. 24 and 25, Midland High School and Legacy High School students who are enrolled in the Midland College (MC) dual credit Diesel Technology and Energy Technology programs competed in several contests at the SKILLS USA district conference in San Angelo.

The students won a total of n medals — four gold, three silver and four bronze. Below are the results from the contests.

**Diesel Technology Students**

**Wyatt Ahlstrand** — first place — Diesel, first place — Automotive Maintenance and Light Repair, third place - Automotive Tool Identification

**Colin Koonce** — second place — Diesel

**Rhett Pierce** —third place — Diesel

**Energy Technology Students**

**Jayden Villa** — first place — Mechatronics

**Jayson Watkins** — first place — Mechatronics

**Joshua Bygrave** — second place — Mechatronics

**Frederick Graves** — second place — Mechatronics

**Carter Hubbard** — third place — Mechatronics

**Isaiah Conde** — third place — Mechatronics

Eight students will represent the district and Midland College at the state contest in Corpus Christi later in the spring. These include six gold and silver (first and second place) medalists and two additional students competing in Automotive Tool Identification.



Midland College

**Colin Koonce performs PDI (predelivery inspection). Students are tasked to inspect all areas of the vehicle at this station.**



Midland College

**Wyatt Ahlstrand is seen identifying 30 engine-related components on a John Deere 672GP motor grader.**

# Biden finds border issue isn't 'pretty simple' after all

**By Cynthia M. Allen**
FORT WORTH STAR-TELEGRAM

Before I had kids, I can remember thinking, as I watched a mom struggling with her toddler in the grocery store, I won't ever find myself in such a predicament. I've read a ton about effective parenting strategies. I will know what to do. It's simple.

Eight years into motherhood, I recognize the absurdity of such a thought.

In parenting, there are factors and considerations you don't realize until your kid is throwing a tantrum in aisle 9.

That's when your high ideals fade away, and the "simple tricks" heralded by all the "parenting experts" go out the window very quickly. Because, reality.

Governing is the same way: There are challenges you don't truly appreciate until you're in the thick of it.

And, of course, you never imagined that your proposed solutions, so seemingly simple and straightforward, might actually fail — sometimes spectacularly.

That's the first thought that crossed my mind when I read a headline about how the Biden administration is considering restoring the Trump-era immigration policy of family detention — a policy that President Joe Biden vehemently criticized during his campaign and swiftly ended after taking office.

The approach to migrant families crossing the border illegally that he once called "pretty simple" actually creates even more complications.

And two years of administration officials demonizing Border Patrol agents and sparring with border governors have proved to be folly as well.

The risky but ultimately genius political maneuver by Gov. Greg Abbott, who bused hundreds of migrants to northern "sanctuary cities," also proved effective at driving home the practical challenges of having a porous border.



Andres Leighton/Associated Press

**A migrant woman carries a child near the border.**

# mrt classifieds

432.687.8815 mrtclassifieds@mrt.com

## Legal and Public Notices

### Notice of Application for Commercial Fluid Injection Well Permit

Velocity Water Solutions, LP, 111 Congress Ave Suite 500, Austin, Texas 78701 is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is productive of oil and gas. The applicant proposes to inject fluid into the Grayburg/San Andres Formation Scarlett SWD Lease, well number 3. The proposed injection well is located 15.8 miles North Northwest of Stanton, in the Phoenix, South (Grayburg) Field, in Martin County. Fluid will be injected into strata in the subsurface depth interval from 3450 to 5200 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended. Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.

Requests for a public hearing from persons who can show they are adversely affected or requests for further information concerning any aspect of the application should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711 (Telephone 512/463-6792).

### Notice of Application for Commercial Fluid Injection Well Permit

Velocity Water Solutions, LP, 111 Congress Ave Suite 500, Austin, Texas 78701 is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is productive of oil and gas. The applicant proposes to inject fluid into the Grayburg/San Andres Formation Bella SWD Lease, well number 4. The proposed injection well is located 16.1 miles North Northwest of Stanton, in the Phoenix, South (Grayburg) Field, in Martin County. Fluid will be injected into strata in the subsurface depth interval from 3450 to 5200 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended, Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.

Requests for a public hearing from persons who can show they are adversely affected or requests for further information concerning any aspect of the application should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711 (Telephone 512/463-6792).

### Notice of Application for Commercial Fluid Injection Well Permit

Velocity Water Solutions, LP, 111 Congress Ave Suite 500, Austin, Texas 78701 is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is productive of oil and gas. The applicant proposes to inject fluid into the Grayburg/San Andres Formation Tree SWD Lease, well number 5. The proposed injection well is located 18.1 miles North Northwest of Stanton, in the Phoenix, South (Grayburg) Field, in Martin County. Fluid will be injected into strata in the subsurface depth interval from 3450 to 5200 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended, Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.

Requests for a public hearing from persons who can show they are adversely affected or requests for further information concerning any aspect of the application should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711 (Telephone 512/463-6792).

### Notice of Application for Commercial Fluid Injection Well Permit

Velocity Water Solutions, LP, 111 Congress Ave Suite 500, Austin, Texas 78701 is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is productive of oil and gas. The applicant proposes to inject fluid into the Grayburg/San Andres Formation Mint Juley SWD Lease, well number 8. The proposed injection well is located 18.6 miles North Northwest of Stanton, in the Phoenix, South (Grayburg) Field, in Martin County. Fluid will be injected into strata in the subsurface depth interval from 3450 to 5200 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended, Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.

Requests for a public hearing from persons who can show they are adversely affected or requests for further information concerning any aspect of theapplication should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711 (Telephone 512/463-6792).

### OFF LEASE PENTRATION POINT NOTICE

NOTICE IS HEREBY GIVEN that PIONEER NATURAL RES. USA, INC. ("Pioneer,") [RRC Operator No. 665746] will file with the Railroad Commission of Texas an application for permits to drill the following well(s) in the Spraberry (Trend Area) Field in Martin County, Texas.

| | | |
|---|---|---|
| SCOTT-PHILLIPS 34A 1H | SCOTT-PHILLIPS 34B 2H | SCOTT-PHILLIPS 34C 3H |
| SCOTT-PHILLIPS 34D 4H | SCOTT-PHILLIPS 34E 5H | SCOTT-PHILLIPS 34F 6H |
| SCOTT-PHILLIPS 34G 7H | SCOTT-PHILLIPS 34H 8H | |

The Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit or unitized tract for which the Wells are permitted. The penetration point for the Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit, or unitized tract for which the Wells are permitted ("Off-Site Tract.")

Under the Railroad Commission's Final Order Amending and Renumbering Field Rules for the Spraberry (Trend Area) Field, Docket No. 7C-0297471, Rule 2 (the "Rules"), Pioneer is required to provide notice to the designated operator, a lessee of record, or unleased mineral owner under the Off-Site Tract, notice of the application to drill.

PURSUANT TO THE TERMS of Railroad Commission rules and regulations, this application may be granted WITHOUT A HEARING if no protest to the application is received within a 4 week deadline of this notice. An affected person is entitled to protest this application. Affected persons include owners of record and the operator or lessees of record on the Offsite Tract. If any mineral owner of the Offsite Tract objects to the location of the penetration point, the applicant may request a hearing to demonstrate the necessity of the location of the penetration point of the well to prevent waste or to protect correlative rights.

The Off-Site Tract of the well(s) is as shown below:

Section 34, Block 35, Township 1-North, T&P RR Co. Survey, Abstract 1060, Martin County, Texas

If you have questions regarding this application, please contact the Applicant's representative, April Maxey, at (972) 969-1741.

## Legal and Public Notices

### Notice of Application for Commercial Fluid Injection Well Permit

Velocity Water Solutions, LP, 111 Congress Ave Suite 500, Austin, Texas 78701 is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is productive of oil and gas. The applicant proposes to inject fluid into the Grayburg/San Andres Formation Misfit SWD Lease, well number 8. The proposed injection well is located 17.8 miles North Northwest of Stanton, in the Phoenix, South (Grayburg) Field, in Martin County. Fluid will be injected into strata in the subsurface depth interval from 3450 to 5200 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended, Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.

Requests for a public hearing from persons who can show they are adversely affected or requests for further information concerning any aspect of the application should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711 (Telephone 512/463-6792).

### Notice of Application for Commercial Fluid Injection Well Permit

Velocity Water Solutions, LP, 111 Congress Ave Suite 500, Austin, Texas 78701 is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is productive of oil and gas. The applicant proposes to inject fluid into the Grayburg/San Andres Formation Gibson SWD Lease, well number 7. The proposed injection well is located 18.5 miles North Northwest of Stanton, in the Phoenix, South (Grayburg) Field, in Martin County. Fluid will be injected into strata in the subsurface depth interval from 3450 to 5200 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended, Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.

Requests for a public hearing from persons who can show they are adversely affected or requests for further information concerning any aspect of the application should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711 (Telephone 512/463-6792).

### NOTICE OF PUBLIC AUCTION

**Date:** Tuesday, March 21, 2023
**Address:** 4508 E County Rd 45, Midland TX 79705
**Time:** 12:00 PM Local Time

By virtue of default by Timbaktoo Trucking, Inc. ( Individually and collectively "Client"), under a Negotiable Promissory Note and Security Agreement(s), Security Agreement(s) Promissory Note(s), Lease Agreement(s) and related documents dated 11/29/20, payable to Commercial Credit Group Inc. ("CCG"), which obligation is secured by the property described below (the "Equipment"), CCG will sell at Public Auction, to the highest bidder, AS-IS, WHERE-IS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, all of to right, title and interest to the following Equipment:

**2021 CIMCR 53' Reefer Trailer 5275R5325ML024848 w/ Thermo King 8001324939**

Terms:
Successful bidder must pay 25% of purchase price at time of sale via cash, certified or acceptable bank check, with the balance payable in good funds on the next business day, unless:
1. The bidder has pre-qualified by presenting CCG with a written non-contingent, lending commitment from a source and in a form acceptable to CCG in its sole discretion, in which case we will entertain bids up to the amount of such written commitment; or
2. The bidder has obtained from CCG written credit approval in advance of the scheduled public sale.

CCG reserves the right to bid at the sale. Contact **Eric Eckes at (469) 207-9129** for additional information or to arrange an inspection of the Equipment.

### PUBLIC NOTICE

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 2.337 acre tract located in Section 20, Block 38, T-2-S T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the south side of Cimmaron Avenue between Wedgwood Street and McDonald Street.

City of Midland, Texas

### Notice of Application for Surface Commingling

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9421.

This applies to the following: University 6G 7H, University 6K 11H, University 6C 3H, University 6D 4H, University 6E 5H, University 6I 9H, University 6J 10H, University 6F 6H, University 6H 8H, University 7-7B 2H, University 7-7A 1H, University 7-9G 7H, University 7-7C 3H, University 7-6F 6H, University 7-6H 8H, UNIVERSITY 6-48A AE, UNIVERSITY 6-48B AE, UNIVERSITY 6-48C AE, UNIVERSITY 6-48D AE, UNIVERSITY 6-48E AE, UNIVERSITY 7-20A AE, UNIVERSITY 7-20B AE, UNIVERSITY 7-20C AE, UNIVERSITY 7-20D AE, UNIVERSITY 7-20E AE & UNIVERSITY 7-20F AE.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email comminglepermits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

### REQUEST FOR PROPOSAL

Region 18 Education Service Center is soliciting RFP submissions for the Region 18 ESC 2023-2024 Purchasing Cooperative Discount RFP. R18-2023-02-000032. RFP forms and specifications may be obtained beginning March 1, 2023, at 8:00 a.m. from the ESC 18 eBid website (esc18.ionwave.net). All questions are to be submitted via the ESC eBid website. Proposals will be received at the ESC 18 eBid website until 3:00 p.m., May 31, 2023. Region 18 ESC reserves the right to reject any and all submissions.

MIDLAND
Engineering Services

February 23, 2023

Robert Patrick, City Manager
300 N. Loraine
Midland, Texas 79701

Re: Request to Sell a Portion of Rusk Park to the Midland Independent School District

Dear Mr. Patrick,

The Midland Independent School District (MISD) has expressed interest in acquiring a portion of Rusk Park from the City of Midland. The 2.337-acre tract located at 2800 McDonald Street and adjacent to Rusk Elementary School. The City of Midland acquired Rusk Park from MISD through a special warranty deed on February 20, 1961. The deed is recorded in Vol. 356, Pg. 666 of the Midland County Deed records. Although owned by the City of Midland, Rusk Park functions as an extension of the Rusk Elementary School campus.

The Texas Parks and Wildlife Code Section 26 requires the City Council to hold a Public Hearing for consideration, because the property to be sold is park land. Notice of this hearing must be by two means: the first is by publication in the legal section of the local newspaper on three separate occasions; the second is by written notification to the person, organization, department or agency that has supervision of the land proposed to be used.

Please consider this letter to be the formal notification required by State law that a public hearing will be scheduled at the Midland City Council Meeting at 10:00 am on March 28, 2023, in the Council Chamber, 300 N. Loraine Street, Midland, Texas to consider this request.

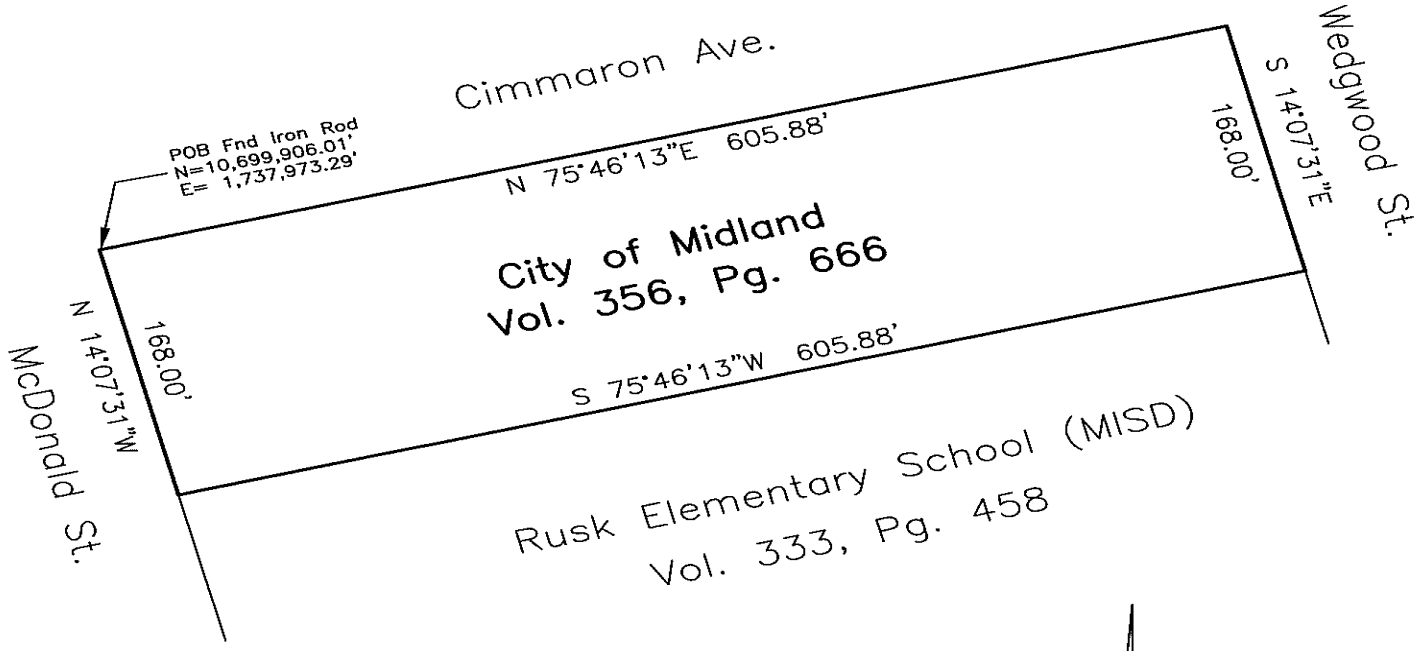
Sincerely,

Jose Ortiz, Engineering Services Director



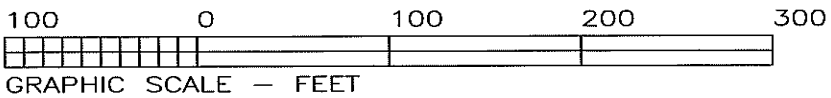
Exhibit C

# Exhibit showing a 2.337 Ac. tract located in the City of Midland, Texas and being a portion of a 3 Ac. Tract conveyed to the City of Midland, Texas




Coordinates, bearings and distances are based on the State Plane Coordinate System NAD 83, Central Zone

(Field Notes to accompany this exhibit)



Field Notes for a 2.337 acre tract of land

For a 2.337 acre tract located in the City of Midland, Texas and being a portion of a 3 acre tract conveyed to The City of Midland, Texas by deed as recorded in Vol. 356, Pg. 666 of the Midland County Deed Records and being more fully described as follows;

Beginning at a found ½" diameter iron rod for the northwest corner of the herein described tract at the southeast corner of the intersection of Cimmaron Ave. and McDonald Street and having a coordinate of N= 10,699,906.01 ft., E= 1,737,973.29 ft.,

Thence N 75° 46' 13" E along the north line of the herein described tract and the south line of said Cimmaron Ave. a distance of 605.88 ft. to a set nail spike for the northeast corner of this tract at the southwest corner of the intersection of Cimmaron Ave. and Wedgwood Street,

Thence S 14° 07' 31" E along the west line of said Wedgwood Street and the east line of this tract a distance of 168.00 ft. to a set nail spike for the southeast corner of this tract,

Thence S 75° 46' 13" W along the south line of this tract and also being the south line of the said 3 acre tract a distance of 605.88 ft. to a set nail spike for the southwest corner of this tract in the east line of said McDonald Street,

Thence N 14° 07' 31" W along the west line of this tract and the east line of said McDonald Street a distance of 168.00 ft. to the place of beginning and containing 2.337 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




5-20-21

Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7372

PUBLIC NOTICE

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 2.337 acre tract located in Section 20, Block 39, T-2-S T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the south side of Cimmaron Avenue between Wedgwood Street and McDonald Street.

City of Midland, Texas

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared_____, publisher of the Midland Reporter-Telegram, a newspaper of general circulation published in Midland County, Texas, who stated an oath that the attached instrument was published in said newspaper on each of the following dates, to wit:

_____A.D., 20___.

_____Publisher

SUBSCRIBED AND SWORN TO BEFORE ME this_____day of_____ A.D., 20_____.

_____
Notary Public, Midland County, Texas

TO: Midland Reporter Telegram

1. Mail all public notice affidavits for this public notice to:

   Erika Martinez
   Purchasing Manager
   City of Midland, Texas
   P. O. Box 1152
   Midland, TX 79702

2. Mail all statements for this public notice to the above address.

MIDLAND Planning Division

**Vacate Right-of-Way/Public Utility Easement/Land/Street Application**

Project Number: _____

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: MIDLAND ISD (Kellie Spencer) | | Phone (432) 240-1007 Email kellie.spencer@midlandisd.net | |
|---|---|---|---|
| Address 615 W. Missouri | City Midland | State TX | Zip 79701 |

**Application is hereby made to the City Council to vacate the following:**

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☑ Land
- ☐ Street

**Description of Address:** 2.337 acre tract located that sits adjacent to Rusk Elementary

**Reason for Request:** MISD desires to acquire the property for district use

**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:** Playground & field will remain accessible to the public. Playground will remain available even w/ any future building expansion (no current plans exist)

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

**Utility Company Approval**

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Sharyland Utilities
- Grande Communications
- Oncor Electric

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

## 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.

## Signatures

| | | |
|---|---|---|
| Applicant (signature): Kelly Spencer | | Date: 5/13/2021 |
| **Affected Property Owners:** | | |
| Signature: | Print: | Date: |
| Signature: | Print: | Date |
| Signature: | Print: | Date |
| Signature: | Print: | Date |

*The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

## FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey Plat ☐ Plans in Digital Format (PDF/JPEG)

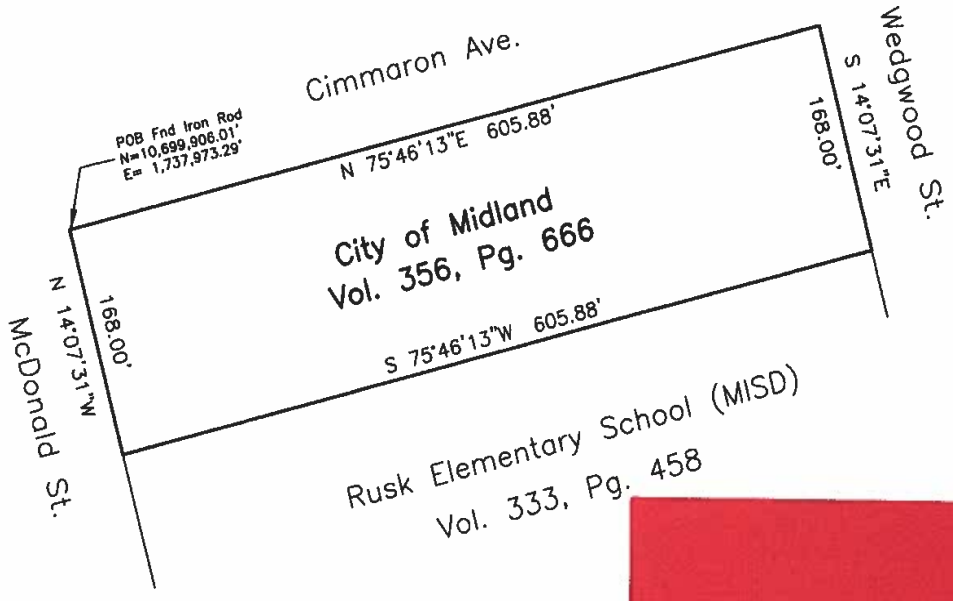
☐ Application Fee

Check #_____

| | |
|---|---|
| Received By: | Date: |

****Application will not be considered for scheduling until reviewed by a planner.****

# Exhibit showing a 2.337 Ac. tract located in the City of Midland, Texas and being a portion of a 3 Ac. Tract conveyed to the City of Midland, Texas




FOR Review Only

Coordinates, bearings and distances are based on the State Plane Coordinate System NAD 83, Central Zone

(Field Notes to accompany this exhibit)

100 0 100 200 300

GRAPHIC SCALE – FEET

Field Notes for a 2.337 acre tract of land

For a 2.337 acre tract located in the City of Midland, Texas and being a portion of a 3 acre tract conveyed to The City of Midland, Texas by deed as recorded in Vol. 356, Pg. 666 of the Midland County Deed Records and being more fully described as follows;

Beginning at a found ½" diameter iron rod for the northwest corner of the herein described tract at the southeast corner of the intersection of Cimmaron Ave. and McDonald Street and having a coordinate of N= 10,699,906.01 ft., E= 1,737,973.29 ft.,

Thence N 75° 46' 13" E along the north line of the herein described tract and the south line of said Cimmaron Ave. a distance of 605.88 ft. to a set nail spike for the northeast corner of this tract at the southwest corner of the intersection of Cimmaron Ave. and Wedgwood Street,

Thence S 14° 07' 31" E along the west line of said Wedgwood Street and the east line of this tract a distance of 168.00 ft. to a set nail spike for the southeast corner of this tract,

Thence S 75° 46' 13" W along the south line of this tract and also being the south line of the said 3 acre tract a distance of 605.88 ft. to a set nail spike for the southwest corner of this tract in the east line of said McDonald Street,

Thence N 14° 07' 31" W along the west line of this tract and the east line of said McDonald Street a distance of 168.00 ft. to the place of beginning and containing 2.337 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7372

# City Council Meeting

**Item Number:** 51

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Gabe McClelland,

**Subject:** **RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 0.783-ACRE TRACT LOCATED IN BLOCK 19, LOT 2, DELLWOOD SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST END OF DOUG RUSSELL PARK ADJACENT TO ALAMO JUNIOR HIGH SCHOOL); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $71,699.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS (DISTRICT 3) (ENGINEERING SERVICES)**

---

**Purpose:**

Consider the sale of a portion of Doug Russell Park to the Midland Independent School District

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$71,699.00 (revenue)

**Discussion:**

For years the Midland Independent School District (MISD) has expressed interest in acquiring a portion of Doug Russell Park from the City of Midland. This 0.783 acre tract of Doug Russell Park is located in Block 19, Lot 2, Dellwood Second Section, an addition to the City of Midland (Generally located at the east end of Doug Russell Park near Alamo Junior High School).

The 0.783 acre tract includes an asphalt-paved parking area and has been used for many years by MISD as staff parking for employees of Alamo Junior High School. On May 13, 2021 an MISD representative completed and submitted a “Vacate Right-of-Way/Public Utility Easement/Land/Street Application” form requesting the vacation of a 0.783 acre tract of land lying on the east end of Doug Russell Park. On the application MISD staff stated the tract of land is already in use by MISD for parking and can be a “shared” parking space in the summer for those utilizing the park/pool.

The City of Midland has offered to sell this 0.783 acre tract of land to MISD for $71,699.00, and MISD staff has agreed to the purchase price. Please see a map of the 0.783 acre tract of land below.

Morris Williams Jr.

City Manager’s Office

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 0.783-ACRE TRACT LOCATED IN BLOCK 19, LOT 2, DELLWOOD SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST END OF DOUG RUSSELL PARK ADJACENT TO ALAMO JUNIOR HIGH SCHOOL); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $71,699.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS**

**WHEREAS**, the Midland Independent School District ("*MISD*") has requested that the City of Midland, Texas, agree to convey fee simple title of certain City-owned property described as an approximate 0.783-acre tract located in Block 19, Lot 2, Dellwood Second Section, an addition to the City of Midland, Midland County, Texas (generally located on the east end of Doug Russell Park adjacent to Alamo Junior High School) (the "*Property*"), as shown on Exhibit A, which is attached hereto and incorporated herein for all purposes, to MISD for a total amount of $71,699.00; and

**WHEREAS**, the Property is currently used as a paved parking area, and it abutts certain MISD-owned property on which Alamo Junior High School is located; and

**WHEREAS**, if the Property is conveyed to MISD, it intends to designate the Property for MISD staff parking use and to maintain the paved parking area situated thereon for the shared use and benefit of MISD staff and the general public visiting Doug Russell Pool during the summer months; and

**WHEREAS**, Chapter 26 of the Texas Parks and Wildlife Code requires that any time

a public park is put to a use other than public park use, the governing body must make a finding, after notice and a hearing, that there is no feasible and prudent alternative to the proposed use and that said project includes all reasonable planning to minimize harm to the park resulting from the proposed use; and

**WHEREAS**, a public hearing before the City Council was held on this matter in the City Council Chambers on March 28, 2023, in accordance with Chapter 26 of the Texas Parks and Wildlife Code; and

**WHEREAS**, notice of such public hearing was published in a newspaper having general circulation in the City of Midland, Texas, on February 25, 2023, March 4, 2023, March 11, 2023, and March 18, 2023, in accordance with Chapter 26 of the Texas Parks and Wildlife Code, as evidenced by the postings attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, notice of the project and the date and place of the public hearing were given in writing to the person, organization, department, or agency that has supervision of the Property at least thirty (30) days before the date of the public hearing in accordance with Chapter 26 of the Texas Parks and Wildlife Code, as evidenced by the letter attached hereto and incorporated herein as Exhibit C; and

**WHEREAS**, the City Council finds that there is no feasible and prudent alternative to said use of the Property; and

**WHEREAS**, the City Council finds that said use includes all reasonable planning to minimize harm to the Property and its use as a park; and

**WHEREAS**, the City Council finds and determines that, for purposes of the City's conveyance of the Property pursuant to Texas Local Government Code § 272.001(b)(5), MISD is a governmental entity that has the power of eminent domain; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute a purchase and sale agreement with MISD for the sale of

the Property for a total amount of $71,699.00; and

**WHEREAS**, the City Council funds it to be in the public interest to authorize the City Manager to negotiate, execute, and file all documents necessary for the sale of the Property and to hold the closing for said sale;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the above recitals are hereby approved and adopted by the City Council of the City of Midland, Texas.

**SECTION TWO.** That in accordance with Chapter 26 of the Texas Parks and Wildlife Code, the City Council finds that there is no feasible and prudent alternative to the change in use of the Property, from a public park use to the above-referenced use intended by MISD; and that said change in use includes all reasonable planning to minimize harm to the land as a park.

**SECTION THREE.** To the extent required by Chapter 26 of the Texas Parks and Wildlife Code, the City Council finds that there is no feasible and prudent alternative to the City's sale of the Property to MISD. Further, the City Council finds that the sale of the Property to MISD includes all reasonable planning to (i) minimize harm to the Property, and (ii) enhance and improve the general public's use and enjoyment of the Property.

**SECTION FOUR.** That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, Texas, a purchase and sale agreement between the City of Midland, Texas, and MISD for the sale of the Property for a total amount of $71,699.00. Said agreement to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION FIVE.** That the City Manager is hereby authorized and directed to negotiate, execute, and file all documents necessary for the sale of the Property and to hold the closing for said sale.

**SECTION SIX.** That the City Comptroller is hereby authorized and directed to pay for closing costs associated with the sale of the Property out of funds available in the General Fund Operating Budget upon receipt of proper invoice or statement therefor approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

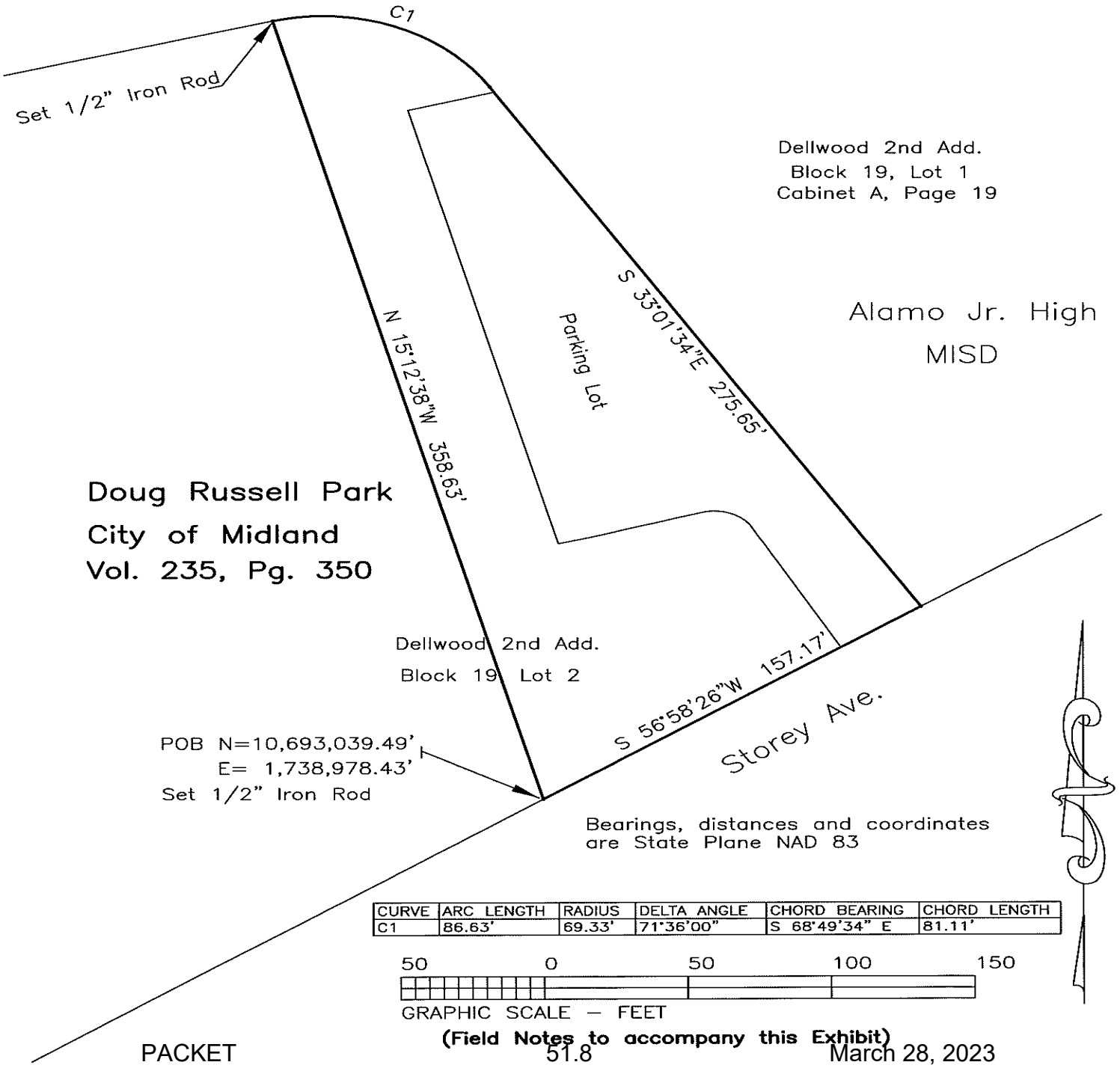
_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

# Exhibit showing a 0.783 acre tract lying on the east end of Doug Russell Park




| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 86.63' | 69.33' | 71°36'00" | S 68°49'34" E | 81.11' |

**(Field Notes to accompany this Exhibit)**



Exhibit A

Legal Description for a 0.783 Ac. Tract

For a 0.783 acre tract located in Block 19, Lot 2, Dellwood Second Section, an addition to the City of Midland, Texas as recorded in Cabinet A, Page 19 of the Midland County Plat Records and being a portion of the land conveyed to the City of Midland by deed as recorded in Vol. 235, Pg. 350 of the Midland County Deed Records and being more fully described as follows;

Beginning at a set ½" dia. iron rod w/cap for the southwest corner of the herein described tract in the north line of Storey Ave. and having a coordinate of N= 10,693,039.49 ft., E= 1,738,978.43 ft., a ½" iron rod w/cap for the southeast corner of said Lot 2 bears N 56° 58' 26" E a distance of 157.17 ft.,

Thence N 15° 12' 38" W along the west line of this tract a distance of 358.63 ft. to a set ½" dia. iron rod w/cap for the northwest corner of this tract at the beginning of a curve to the right,

Thence along said curve to the right having a radius of 69.33 ft. with a chord bearing of S 68° 49' 34" E and a chord distance of 81.11 ft. to a point at the end of said curve in the east line of this tract,

Thence S 33° 01' 34" E along the east line of this tract a distance of 275.65 ft. to a set ½" dia. iron rod w/cap for the southeast corner of this tract in the north line of Storey Ave.,

Thence S 56° 58' 26" W along the south line of this tract and the north line of said Storey Ave. a distance of 157.17 ft. to the place of beginning and containing 0.783 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




Richard A. Shelton 5-20-21

Richard A. Shelton, RPLS
City of Midland, Texas
432-685-7372

Midland Reporter-Telegram
Delivering life...every day.

15 Smith Rd., Ste 1004
Midland, Texas 79705

City of Midland -Purchasing
PO Box 1152
Midland, TX 79702

Account Number: 10000409
Order Number: 0000383050

Before Me, the undersigned authority, on this day personally appeared

Sheri Rycerz of the Midland Reporter-Telegram, a newspaper of general circulation published in Midland, Ector, Howard, Crane, Glasscock, Martin, Upton, and Andrews Counties, Texas, who stated on oath that the attached instrument was published in said newspaper on each of the following dates to wit:

02-25-2023, 03-04-2023, 03-11-2023, 03-18-2023

A.D.

Sheri Rycerz

Sworn and Subscribed to before me, this Thursday, March 16, 2023

NOTARY PUBLIC STATE OF TEXAS
CINDY GAIL MCGAHA
Notary ID #10703161
My Commission Expires
January 7, 2027

Notary Public

Exhibit B

# Order Confirmation

**Ad Order Number**
0000383050

**Sales Rep.**
kscannell

**Order Taker**
kscannell

**Order Source**
Electronic

**Customer**
City of Midland -Purchasing

**Customer Account**
10000409

**Customer Address**
PO Box 1152
Midland TX 79702-1152 USA

**Customer Phone**
432-685-7233
432-685-7233

**Payor Customer**
City of Midland -Purchasing

**Payor Account**
10000409

**Payor Address**
PO Box 1152
Midland TX 79702-1152 USA

**Payor Phone**
432-685-7233
432-685-7233

**PO Number**

**Ordered By**
Natalie Burgard

**Customer Fax**

**Customer EMail**
rstephenson@midlandtexas.gov

**Special Pricing**
None

| Tear Sheets | Proofs | Affidavits | Blind Box | Promo Type | Materials |
|---|---|---|---|---|---|
| 0 | 0 | 1 | | | |

**Invoice Text**
Doug Russell sale notice

**Ad Order Notes**
Doug Russell sale notice

| Net Amount | Tax Amount | Total Amount | Payment Method | Payment Amount | Amount Due |
|---|---|---|---|---|---|
| $404.16 | $0.00 | $404.16 | | $0.00 | $270.87 |

| Ad Number | Ad Type | Ad Size | Color | Production Method | Production Notes |
|---|---|---|---|---|---|
| 0000383050-0' | MR-CLS Liner | : 5.0 X 12 Li | <NONE> | AdBooker | |

**External Ad Number**

**Ad Attributes**

**Ad Released**
No

**Pick Up**

| Product Information<br>Run Schedule Invoice Text | Placement/Classification<br>Sort Text | Run Dates | # Inserts | Cost |
|---|---|---|---|---|
| Midland Reporter-Telegram:: | Events and Notices - 726 | 2/25/2023, 3/4/2023, 3/11/2023, 3/18/2023 | 4 | $294.16 |
| Doug Russell sale notice | DOUG RUSSELL SALE NOTICE | | | |
| mywesttexas.com-Online:: | Events and Notices - 726 | 2/25/2023, 3/4/2023, 3/11/2023, 3/18/2023 | 4 | $80.00 |
| Doug Russell sale notice | DOUG RUSSELL SALE NOTICE | | | |



PACKET
51.11
March 28, 2023

# Order Confirmation

**Proof of Ad** **Ad Order Number** 0000383050

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 0.783 acre tract located in Block 19, Lot 2, Dellwood Second Section, City and County of Midland, Texas. (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas



PACKET
51.12
March 28, 2023

Feb. 25 2023



# mrt classifieds

432.687.8815 mrtclassifieds@mrt.com

## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9456.

This applies to the following: Atrelle All, Atrelle -A- All, Atrelle B All, Myrtle "A" All & Sorge "A" All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #7295.

This applies to the following: Barron LC 14 All, Barron NW 14 All, Barron SW 14 All & Barron McLane 14 All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**CITATION BY PUBLICATION**

THE STATE OF TEXAS
NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of forty two (42) days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. find out more at TexasLawHelp.org."

TO: DEFENDANT BRIANNA HARGIS AND THE UNKNOWN HEIRS OF THOMAS HARGIS, DECEASED

GREETINGS:
You are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before 10:00 A.M. on the Monday next after the expiration of fortytwo days after the date of service of the citation before the Honorable 238th District Court of Midland County, Texas at the Courthouse of said county in Midland, Texas. Said Plaintiff's Petition was filed in said court on the 13th day of December A.D. 101, in this cause, numbered CV58220 on the docket of said court, and styled.

COLONIAL SAVINGS, F.A., Plaintiff
vs.
BRITTNI HARGIS, BRIANNA HARGIS, AND THOMAS JOSEPH HARGIS, Defendant(s)

The names of the parties to the cause are as follows:
COLONIAL SAVINGS, F.A Plaintiff and BRITTNI HARGIS, BRIANNA HARGIS, AND THOMAS JOSEPH HARGIS, Defendant(s)

A brief statement of the nature of this suit is as follows, to-wit:

You are hereby notified that suit has been brought by Colonial Savings, F.A its successors and assigns, as plaintiffs, by and through its attorney of record, Thomas L. Brackett of Barrett Daffin Frappier Turner & Engel, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001, 972-386-5040, against Defendants Brianna Hargis and The Unknown Heirs of Thomas Hargis, Deceased to enforce the Loan Agreement on the property located at 3612 Shell Avenue Midland, Texas 79707 and legally described as:

BEING ALL OF LOT SIXTEEN (16) AND THE EAST TEN FEET OF LOT SEVENTEEN (17), BLOCK FIVE (5), WEDGWOOD PARK SECTION 2 AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN CABINET A, PAGE 91, PLAT RECORDS OF MIDLAND COUNTY, TEXAS

The officer executing this writ shall promptly serve the same according to the requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal said Court at office, on this the 12 day of October

ROXANA GALINDO Deputy

Alex Archuleta, District Clerk
Midland County, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9572.

This applies to the following: Davidson-Hale 37 All & Hale "37A" All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9506.

This applies to the following: Dickenson 19 C All & Dickenson "E" All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 0.783 acre tract located in Block 19, Lot 2, Bellwood Second Section, City and County of Midland, Texas. (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9395.

This applies to the following: Spoonbill 10 All & Heron East 45 All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

Extra Space Storage will hold a public auction to satisfy Extra Space's lien, by selling personal property described below belonging to those individuals listed below at the location indicated. All spaces contain household furniture unless otherwise noted.

Facility 1770: 5005 Andrews Hwy Midland, TX 79703, March 15, 2023, 10:00 AM, Catalina Balleio, Brenda Herrera, Kasie Dobson, Bertha Bermea, Anthony Chambin, Tiffany Stacy.

Facility 1772: 1904 Loop 250 Frontage Rd, Midland, TX 79705, March 15, 2023, 10:00AM, Abram Vargas, Thomas Verner.

Facility 1813: 3111 Caldera Blvd Midland, TX 79705, March 15, 2023, 10:00AM, Lily Sanchez.

Facility 1814: 2504 N Loop 250 W, Midland, TX 79707, March 15, 2023, 10:00AM, Jaman Lottimore, Lynns Rinal, Cheyenne Pearce, Hector Fuentes.

The auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.


Garage-Estate-Yard Sale

Garage-Estate-Yard Sale

**Estate Sales**

**JESSA'S ESTATE SALES**
**Permian Sign Co. Liquidation**
**February 23-26 From 8am - 3pm**
**4111 S. County Road 1276**
**Midland TX 79706**
**Photos Available on estatesales.net**
**JESSA'S ESTATE Sales & Liquidation**
**jessasestatsales.com**
**Mark Troschinetz 432-557-6921**

**LAMAR COATS Estate Sale**
**6700 West Wind Ct**
**(Greentree North)**
**Thurs 9-2, Fri 9-1, Sat 9-12**
**House Full Of Name Brand Furniture, 3 Beautifuyl King Size Bedss, Wonderful Zebra Pattern Furniture, Console Cabinet, Display Cabinet, French Style Writing Desk, Paintings & Prints, Other Sofas, Garden Furniture, Washer & Dryer, Freezer, Hand Tools & Much More!!**
**No Children Please!**
**Too Many Breakables!**
**To See Photos Go To: estatesales.net**

FOR SALE Real Estate Rental-Sale

FOR SALE Real Estate Rental-Sale

**Lots and Land**

**AFFORDABLE LAND**
WE HAVE SOME OF THE BEST IN TEXAS. **HILL COUNTRY - EDWARDS**, McCULLOCH, SCHLEICHER, COKE, VAL VERDE COUNTY. FREE RANGING EXOTICS. **SOUTH TEXAS - KINNEY, DUVAL, LIVE OAK COUNTY - WHITETAIL, HOGS. TRANS PECOS**, TERRELL, VAL VERDE - WHITETAIL, JAVELINA, QUAIL. 30 YEAR FIXED RATE FINANCING. 5% DOWN. ranchenterprises4d.com
**800-876-9720.**

**Commercial**

**COMMERCIAL BUILDING** for sale, Zoned LR1 1509 N Big Spring St. Asking $695,000. 10% down, payments flexible, low interest rate. OWNER FINANCED. Call Bill (432)631-2905

**Lots and Land**

**Acreage**

12 ACRES For Sale With Big Shop, RV Park, Mobile Home Real Good Condition! Call 432-661-1180

**Lots and Land**

1 COVERED RV Space, Washing Facilities Available, All Bills Paid $450 A Month Near Lake Amistad Call 830-719-7770

Classified CAN 687.8815

AUCTION- 3/2 @ 2 PM (Online Only): OIL & GAS INVESTMENT OPPORTUNITY! Oklahoma Producing & Nonproducing Minerals iggins Auctioneers.com | 580.233.3066

**Who's Who For Service** Call 682-6222 for details.

**Home Services & Home Improvement**

**Concrete**
For all your concrete needs, driveways, sidewalks, new slabs house or garage additions. Call Danny @ 432-894-0702

**Heat-Air Condition**
Ellis & Sons Plumbing & Air Condition-ing Sales & Service. Service all brands. 563-2670. TACLB005482.

Classified CAN 687.8815

AAA HANDYMAN SERVICES, PAINTING, PLUMBING, CEILING FANS, POWER Washing, Tree Pruning, Fence Repairs. You Name It I Can Do IT!! 432-889-3318

**Remodeling-Repair**
Handyman, construction - metal/wood. Need a new carport, lance, a paint job, or framing? You can call or text Chris Morgan @ 432-349-2709

**Landscape and Tree Maintenance**

**Lawn and Garden**
AAA TREE Service: Free Estimates, tree pruning & removal, flower beds, shrub trimming, & property clean up. Call 432-889-3318

Sprinkler & Drip System Repair Small trees & Lawn Service. We're small but BIG on service 432-870-8347

**Personal Services**

**The Davis Law Firm**
Personal Injury Claims
Pay no attorney's fees unless you recover. Court costs, litigation expenses, and medical bills are paid from your share of the recovery. If there is no recovery, you will not be responsible for any court costs or litigation expenses, except for unpaid medical bills. Office in Dallas, TX 972-426-6388

**2 AUCTIONS IN 1 DAY**
**RETIREMENT AUCTION & CAT RENTAL FLEET EQUIPMENT**
~ LN McKean Construction Company ~
*Primarily Cat Construction Equip., Articulated Haul Trucks, Aerial Lifts, Trucks, Trailers*
LIVE-FRIDAY MARCH 10TH @ 10:00 AM
TIMED OPENS: WEDNESDAY, MARCH 8TH @ 4:00 PM
TIMED CLOSES: FRIDAY, MARCH 10TH @ 4:00 PM
HOUSTON, TEXAS

**ADDRESS:** 711 Rankin Rd., Houston, Texas 77073

**HIGHLIGHTS:** 3 4x4 Haul Trks., 2015 Dell R630, 2013 Volvo VCE Vhcls 45 Ton, 35 Excavators: 2016 Cat 336, 2018 D Cat 336FL, 2020 Cat 336FL, 2018 Cat 336FL, 2020 D Cat 336FL, Cat 336FL, 2016 Cat 336, 2020 Cat 336EL, 2020 D Cat 336EL, Cat 336, 2017 Volvo EC300, Volvo EC250ELC, 2016 Hyundai R300, 2018 Komatsu PC210LC-11, Sylvainite PC210LC, 2016 JLG E1200, 2016 JLG 1200SJP, 2016 JLG 450S, 2016 JLG 600S, 2014 JLG 1200SJP, 2017 Cat 336FLGP, 2018 Bobcat T770, 2017 Bobcat T590PCH, 2016 Bobcat T595, 2016 Doosan DX140LCR-5, 2015 Kubota KX080, 2018 Doosan DX140LCR-5, 2015 Kubota KX080, Skidsteer Track Loaders: Komatsu SK, 2016 Cat 289D, 2020 Cat 259D, Komatsu SK820, 2016 Cat 259D, 2016 Cat 289D, 2016 Cat 299D

March 4 2023



## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9456.

This applies to the following: Atredis AB, Atredis -A- AB, Atredis B AB, Myrtle "A" AB & Sorge "A" AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #7295

This applies to the following: Barron LC 14 AB, Barron NW 14 AB, Barron SW 14 AB & Barron McLane 14 AB

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**CITATION BY PUBLICATION**

THE STATE OF TEXAS
NOTICE TO THE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of forty two (42) days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. find out more at TexasLawHelp.org. "

TO: DEFENDANT BRIANNA HARGIS AND THE UNKNOWN HEIRS OF THOMAS HARGIS, DECEASED

GREETINGS:
You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION** at or before 10:00 A.M. on the Monday next after the expiration of forty-two days after the date of service of this citation before the Honorable 238th District Court of Midland County, Texas at the Courthouse of said county in Midland, Texas. Said Plaintiff's Petition was filed in said court on the 13th day of December A.D. 20, in this cause, numbered CV58220 on the docket of said court, and styled,

COLONIAL SAVINGS, F.A., Plaintiff
vs.
BRITTNI HARGIS, BRIANNA HARGIS AND THOMAS JOSEPH HARGIS, Defendant(s)

The names of the parties to the cause are as follows:
COLONIAL SAVINGS F.A Plaintiff and BRITTNI HARGIS BRIANNA HARGIS AND THOMAS JOSEPH HARGIS, Defendant(s)

A brief statement of the nature of this suit is as follows, to-wit:

You are hereby notified that suit has been brought by Colonial Savings, F.A its successors and assigns, as plaintiffs, by and through its attorney of record, Thomas L. Brackett of Barrett Daffin Frappier Turner & Engel, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001, 972-386-5040, against Defendants Brianna Hargis and The Unknown Heirs of Thomas Hargis, Deceased to enforce the Loan Agreement on the property located at 3612 Shell Avenue Midland, Texas 79707 and legally described as:

BEING ALL OF LOT SIXTEEN (16) AND THE EAST TEN FEET OF LOT SEVENTEEN (17), BLOCK FIVE (5), WEDGWOOD PARK, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN CABINET A, PAGE 91, PLAT RECORDS OF MIDLAND COUNTY, TEXAS

The officer executing this writ shall promptly serve the same according to the requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal said Court at office on this the 12 day of October

ROXANA GALINDO Deputy

Alex Archuleta, District Clerk
Midland County, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9572.

This applies to the following: Davidson-Hale 37 AB & Hale "37A" AB

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9505

This applies to the following: Dickenson 19 C AB & Dickenson "E" AB

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District.

A 0.783 acre tract located in Block 19, Lot 2, Dollwood Second Section, City and County of Midland, Texas. (Generally located on the north side of Storey Avenue, approximately 687 feet east of N. Midland Drive.

City of Midland, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9395.

This applies to the following: Sprowdel 19 AB & Mabon East 45 AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District.

A 2.337 acre tract located in Section 28, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the south side of Cornhusker Avenue between Wedgewood Street and McDonald Street.

City of Midland, Texas

**REQUEST FOR PROPOSAL**

Region 18 Education Service Center is soliciting RFP submissions for the Region 18 ESC 2023-2024 Purchasing Cooperative Discount RFP, #18-2023-02-070622. RFP forms and specifications may be obtained beginning **March 1, 2023, at 8:00 a.m.** from the ESC 18 eBid website (esc18.ionwave.net). All questions are to be submitted via the ESC eBid website. Proposals will be received at the ESC 18 eBid website until **3:00 p.m., May 31, 2023.** Region 18 ESC reserves the right to reject any and all submissions.

## Garage-Estate-Yard Sale

**Estate Sales**

3503 STANOLIND AVE
Saturday 8-2
Sunday 9-1
Home Decor, Kitchen Items, Odds & Ends, Furniture, Clothing, Lots Of Misc.

**Estate Sales**

**SPECIAL VINTAGE** Barbie Sale. Benefiting Meals on Wheels. All Dolls are new in their boxes. Around 40 dolls were donated. View photos as I list them this week on The Cats Meow Facebook Page - Midland Texas. The event will take place from Thursday - Saturday 10-6. At The Cats Meow, 409 Andrews Hwy, Midland. Every 8.00 you purchase will pay for a meal.

**LAMAR COATS Estate Sale**
**6700 West Wind Ct**
**(Greentree North)**
**Saturday 9-12**
**60% - 75% OFF**
**1 Day ONLY**
**To See Photos Go To: estatesales.net**

**Silver Coin Collection**
260 One Ounce Coins, Mint Condition. 432-448-8925

## Who's Who For Service

You can advertise your business for as little as $47.00 monthly.

Call 682-6222 for details.

**Home Services & Home Improvement**

**Concrete**

For all your concrete needs, driveways, sidewalks, new slabs, house or garage additions. Call Danny @ 432-894-9702

**Heat-Air Condition**

Ellis & Sons Plumbing & Air Conditioning Sales & Service. Service all brands. 683-2679. TACLB005482.

AAA HANDYMAN SERVICES. PAINTING, PLUMBING, CEILING FANS, POWER Washing, Tree Pruning, Fence Repairs, You Name It I Can Do It!!! 432-889-3018

**Remodeling-Repair**

Handyman, construction - metal/wood. Need a new carport, fence, a paint job, or framing? You can call or text Chris Morgan @ 432-349-2789

**Landscape and Tree Maintenance**

**Lawn and Garden**

AAA TREE Service: Free Estimates. tree pruning & removal, flower beds, shrub trimming & property clean up. Call 432-889-3318

Sprinkler & Drip System Repair Small trees & Lawn Service. **We're small but BIG on service 432-570-8347**

**Personal Services**

**The Davie Law Firm**
Personal Injury Claims
**Pay no attorney's fees** unless you recover. Court costs, litigation expenses, and medical bills are paid from your share of the recovery. If there is no recovery, you will not be responsible for any court costs or litigation expenses, except for unpaid medical bills. Office in Dallas, TX. **972-426-6388**

## Classified CAN 687.8815

## Real Estate Rental-Sale

**Commercial**

**COMMERCIAL BUILDING** for sale, Zoned LR1. 1509 N Big Spring St. Aprox 3696,000. 10% down. payments flexible, low interest rate. OWNER FINANCED. Call Bill (432)631-2905

**AFFORDABLE LAND**
WE HAVE SOME OF THE BEST IN TEXAS. **HILL COUNTRY** - EDWARDS, McCULLOCH, SCHLEICHER, COKE, VAL VERDE COUNTY. FREE RANGING EXOTICS. **SOUTH TEXAS** - KINNEY, DUVAL, LIVE OAK COUNTY - WHITETAIL, HOGS. **TRANS PECOS**, TERRELL, VAL VERDE - WHITETAIL, JAVELINA, QUAIL. 20 YEAR FIXED RATE FINANCING 5% DOWN. ranchwatchrealestate.com **800-876-6720.**

**Acreage**

13 ACRES For Sale With Big Shop, RV Park, Mobile Home Real Good Condition! Call 432-661-1180

## Autos For Sale-Lease

**Pickup Trucks**

2019 GMC 2500 Denali Diesel Luxury Package, Garage Kept, 58K, Red with Leather Interior, Bose, 4X4, Sunroof, New Tires, Remote Start, $59,995 Firm. No Trades! 432-349-3772

*Let Classifieds Work for You! Call*
**432-687-8815**

## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #8858.

This applies to the following: Pecan Acres 23 AB, Pecan Acres 23 PSA 1 AB, Pecan Acres 23 PSA 2 AB, Pecan Acres 23 PSA 3 AB & Pecan Acres 23A AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about the application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas. P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

Extra Space Storage will hold a public auction to satisfy Extra Space's lien, by selling personal property described below belonging to those individuals listed below at the location indicated. All spaces contain household furniture unless otherwise noted.

Facility 1770, 5005 Andrews Hwy Midland, TX 79703, March 15, 2023, 10:00 AM Catalina Balerio, Brenda Herrera, Kasie Dobson, Bertha Bermea, Anthony Chamblin, Tiffany Stacy.

Facility 1772, 1904 Loop 250 Frontage Rd, Midland, TX 79705, March 15, 2023, 10:00AM, Abram Vargas, Thomas Verner.

Facility 1813, 3111 Caldera Blvd Midland, TX 79705, March 15, 2023, 10:00AM, Lily Sanchez.

Facility 1814, 2504 N Loop 250 W, Midland, TX 79707, March 15, 2023, 10:00AM, Jamari Lattimore, Lynne Renal, Cheyenne Pearce, Hector Fuentes.

The auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

**Public Notice**

PermiaCare is looking to engage a public accounting firm to perform the annual financial and compliance audit for fiscal year 2023. In order to be eligible to submit a proposal, firms must:

1. Maintain membership in an external quality control review organization
2. Have had a peer review conducted within the past 3 years and an unqualified report issued or a rating of pass received
3. Have verifiable experience in performing Community Mental Health and Individuals with Intellectual Developmental Disability Center audits within the past 4 years
4. Not be under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states
5. Be eligible to do business in the State of Texas

If your firm meets the above eligibility requirements and you are interested in conducting the work, the application document can be downloaded from the following website:

**PermiaCare**
Website: https://www.permiacare.org/contracts-rfps/
Section: Request for Proposal
Description: PermiaCare Independent Audit RFP for 08/31/2023

Requests for the application document by, as well as any other questions can be directed to Christian Mamiel at christian.mamiel@permiacare.org , by phone at 432-274-5699 and by mail at 401 E. Illinois, Suite 303, Midland, TX 79701. Completed applications will be due no later than **5:00 p.m. Friday, March 24, 2023**

**OFF LEASE PENTRATION POINT NOTICE**

NOTICE IS HEREBY GIVEN that PIONEER NATURAL RES. USA, INC. ("Pioneer") (RRC Operator No. 665749) will file with the Railroad Commission of Texas an application for permits to drill the following well(s) in the Spraberry (Trend Area) Field in Martin County, Texas:

SCOTT-PHILLIPS 34A 1H
SCOTT-PHILLIPS 34D 4H
SCOTT-PHILLIPS 34G 7H
SCOTT-PHILLIPS 34B 2H
SCOTT-PHILLIPS 34E 5H
SCOTT-PHILLIPS 34H 8H
SCOTT-PHILLIPS 34C 3H
SCOTT-PHILLIPS 34F 6H

The Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit or unitized tract for which the Wells are permitted. The penetration point for the Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit, or unitized tract for which the Wells are permitted ("Off-Site Tract.")

Under the Railroad Commission's Final Order Amending and Renumbering Field Rules for the Spraberry (Trend Area) Field, Docket No. 7C-0231471, Rule 2 (the "Rules"), Pioneer is required to provide notice to the designated operator a lessee of record, or unleased mineral owner under the Off-Site Tract, notice of the application as filed.

PURSUANT TO THE TERMS of Railroad Commission rules and regulations, this application may be granted WITHOUT A HEARING if no protest to the application is received within a 4 week deadline of this notice. Any affected person is entitled to protest this application. Affected persons include owners of record and the operator or lessees of record on the Offsite Tract. If any mineral owner of the Offsite Tract objects to the location of the penetration point, the applicant may request a hearing to demonstrate the necessity of the location of the penetration point of the well to prevent waste or to protect correlative rights.

The Off-Site Tract of the well(s) is as shown below:

Section 34, Block 35, Township 1-North, T&P RR Co. Survey, Abstract 1060, Martin County, Texas

If you have questions regarding this application, please contact the Applicant's representative, April Maxey, at (972) 969-1741.


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NATURAL POOL WITH SLIDE & HOT TUB & WATERFALL! TOTALLY REMODELED BY REMODELER OF THE SAFETY EXCLUSIVE! SPACIOUS & INTERESTING! 3/2 BATH, 2 CAR GARAGE, 1 LIVING, GOURMET KITCHEN, 2 DINING, HIGH CEILINGS! BEAUTIFUL UPDATE THROUGHOUT! DESIGNERIZED NEUTRAL W/ A HINT AROUND! CLOSET ORGANIZERS! & LESS THAN A SHOWER TO MID AND HEAVY WATER'S STRAIGHT! GUEST SUITE! REALTOR® OWNED! CALL MARGARET @ 432-685-7884.
UP GROUP REALTORS (432) 684-7788

march 11 2023



## BRIDGE RESULTS

Results from games at the Allison Bridge Center, 913 W. Wadley, in Midland from Feb. 26-March 3

**Feb. 26**

1st KC Evans — Debbie Conly

2nd Charlie Grimes — Ann Servatius

3rd Lonnie Yee — Sandy Hill

**Feb. 27**

1st Travis Woodward — Marlene Blumentritt

2nd Debbie Conly — KC Evans

3rd Patti Heard — Kay Arrell

**Feb. 27** (evening)

1st Belle Harris — Greg Keys

2nd Marty Massie — Dorothy Blair

3rd Scott Vaughan — Robin Hughes

**March 1**

1st Marlene Blumentritt — Flo Curry

2nd Sandy Hill — Lonnie Yee

3rd Bill Brooks — Dale Linton

**March 2**

North/South Pairs

1st Ann Servatius — Kay Sewell

2nd Scott Johnson — Paul Newbury

3rd Bob Reimers — D'Ann Norwood

4th Shirley Davenport — Gwin Jamerson

East/West Pairs

1st Belle Harris — Nancy Bondy

2nd Dale Linton — Marty Massie

3rd Ann Parish — Bill Brooks

4th Robin Hughes — Scott Vaughan

**March 3**

1st Linda Buzan — Lonnie Yee

2nd Sarah Wright — Patti Heard

3rd KC Evans — Debbie Conly

**Bridge games in Midland** (at Allison Bridge Center, 913 W. Wadley)

Open game, 1:30 p.m., Sunday

Open game, 1 p.m. Tuesday.

Novice game, 6:45 p.m., Tuesday

Open game, 6:45 p.m., Wednesday

Novice game, 6:45 p.m., Thursday

Open game, 1 p.m., Friday

Need a partner? For open games contact Marlene Blumentritt at 432-694-6740. For Novice games, contact Belle Harris at 432-682-6106

## GOREN BRIDGE

With Bob Jones

**Bidding Quiz**

Q 1 — Neither vulnerable, as South, you hold:

♠ K Q 8 6 2 ♡ Void ◇ K 9 7 ♣ Q 8 7 6 4

Right-hand opponent opens 1NT. 15-17. What call would you make?

Q 2 — North-South vulnerable, as South, you hold:

♠ K J 10 7 6 3 ♡ K 7 5 ◇ Q J ♣ A 2

Right-hand opponent opens 1S. What call would you make?

Q 3 — East-West vulnerable, as South, you hold:

♠ Void ♡ Q 8 6 3 ◇ Q 7 6 4 ♣ A J 9 8 6 3

Partner opens 1S and right-hand opponent passes. What call would you make?

Q 4 — Both vulnerable, as South, you hold:

♠ 9 8 6 5 3 ♡ K 6 ◇ Q ♣ 10 9 7 6 4

| WEST | NORTH | EAST | SOUTH |
|---|---|---|---|
| 1◇ | 1♠ | Dbl* | ? |

*Negative

What call would you make?

# House votes to declassify info about COVID origins

By Lisa Mascaro
AP CONGRESSIONAL CORRESPONDENT


Jim Himes

WASHINGTON — The House voted unanimously on Friday to declassify U.S. intelligence information about the origins of COVID-19, a sweeping show of bipartisan support near the third anniversary of the start of the deadly pandemic.

The 419-0 vote was final approval of the bill, sending it to President Joe Biden's desk to be signed into law.

Debate was brief and to the point: Americans have questions about how the deadly virus started and what can be done to prevent future outbreaks.

"The American public deserves answers to every aspect of the COVID-19 pandemic," said Rep. Michael Turner, R-Ohio, the chairman of the House Intelligence Committee.

That includes, he said, "how this virus was created and, specifically, whether it was a natural occurrence or was the result of a lab-related event."

The order to declassify focused on intelligence related to China's Wuhan Institute of Virology, citing "potential links" between the research that was done there and the outbreak of COVID-19, which the World Health Organization declared a pandemic on March 11, 2020.

U.S. intelligence agencies are divided over whether a lab leak or a spillover from animals is the likely source of the deadly virus.

Experts say the true origin of the coronavirus pandemic, which has killed more than 1 million Americans, may not be known for many years — if ever.

"Transparency is a cornerstone of our democracy," said Rep. Jim Himes, of Connecticut, the top Democrat on the Intelligence Committee, during the debate.

Led by Republicans, the focus on the virus origins comes as the House launched a select committee with a hearing earlier in the week delving into theories about how the pandemic started.

It offers a rare moment of bipartisanship despite the often heated rhetoric about the origins of the coronavirus and the questions about the response to the virus by U.S. health officials, including former top health adviser Anthony Fauci.

The legislation from Sen. Josh Hawley, R-Mo., was already approved by the Senate.

If signed into law, the measure would require within 90 days the declassification of "any and all information relating to potential links between the Wuhan Institute of Virology and the origin of the Coronavirus Disease."

That includes information about research and other activities at the lab and whether any researchers grew ill.


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432.687.8815 mrtclassifieds@mrt.com

## Legal and Public Notices

**NOTICE OF SHERIFF'S SALE**

**REAL PROPERTY**

BY VIRTUE OF AN ORDER OF SALE ISSUED OUT OF THE 238TH DISTRICT COURT OF MIDLAND COUNTY, TEXAS, IN A CERTAIN CAUSE NUMBERED CV58672, ON THE 19TH DAY OF DECEMBER, 2022, STYLED: LONE STAR TRAILS HOMEOWNERS ASSOCIATION, INC VS GILBERTO MORALES, ET AL, TO ME, AS SHERIFF DAVID CRINER DIRECTED AND DELIVERED, I HAVE LEVIED UPON THIS 6TH DAY OF MARCH, 2023 AND WILL BETWEEN THE HOURS OF 10:00 AM AND 4:00PM AT APPROXIMATELY 10:00 AM ON THE FIRST TUESDAY IN APRIL, 2023, IT BEING THE 4TH DAY OF SAID MONTH, APRIL 4TH 2023 , AT MIDLAND COUNTY COURTHOUSE OF MIDLAND, COUNTY, PROCEED TO SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, FOR CASH IN HAND, ALL RIGHT, TITLE AND INTEREST, IF ANY, WHICH THE DEFENDANT GILBERTO MORALES, ET AL HAD ON THE 4TH DAY OF APRIL, 2023, OR AT ANY TIME THEREAFTER, OF IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

**LOT TWELVE (12), BLOCK TWO (2), LONE STAR TRAILS, SECTION ONE (1), A ADDITION TO THE CITY OF MIDLAND BEING A SUBDIVISION OF 18.09 ACRES OF LAND SITUATED IN SECTION 13, BLOCK 39, T-1-S, T.& P.RR. CO. SURVEY, MIDLAND COUNTY TEXAS, ACCORDING TO MAP OR PLAT AND /OR DEDICATION DEED THEREOF RECORDED IN CABINET J, PAGE 32, PLAT RECORDS MIDLAND COUNTY, TEXAS, (THE "PROPERTY"). PROPERTY ADDRESS: 9909 RANCH DRIVE, MIDLAND, TX. 79701**

SAID PROPERTY IS LEVIED ON AS PROPERTY OF GILBERTO MORALES, ET AL AND WILL BE SOLD TO SATISFY THE JUDGMENT, INTEREST, COURT COSTS, FEES AND OTHER COSTS OF SUIT.

GIVEN UNDER MY HAND ON THIS THE 6TH DAY OF FEBRUARY, 2023.

DAVID CRINER SHERIFF
MIDLAND COUNTY, TEXAS
BY: /S/ DANIEL MOORE
INV. DANIEL MOORE, DEPUTY

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #5345.

This applies to the following: North Brook NE 45T All, North Brook NE 45S All, North Brook NE 45U All, North Brook NE 34 All & North Brook SE45 All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 2.337 acre tract located in Section 20, Block 39, T-2-S T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the south side of Cimmaron Avenue between Wedgewood Street and McDonald Street.

City of Midland, Texas

**OFF LEASE PENTRATION POINT NOTICE**

NOTICE IS HEREBY GIVEN that PIONEER NATURAL RES. USA, INC. ("Pioneer,") (RRC Operator No. 665748) will file with the Railroad Commission of Texas an application for permits to drill the following well(s) in the Spraberry (Trend Area) Field in Martin County, Texas.

SCOTT-PHILLIPS 34A 1H
SCOTT-PHILLIPS 34D 4H
SCOTT-PHILLIPS 34G 7H
SCOTT-PHILLIPS 34B 2H
SCOTT-PHILLIPS 34E 5H
SCOTT-PHILLIPS 34H 8H
SCOTT-PHILLIPS 34C 3H
SCOTT-PHILLIPS 34F 6H

The Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit or unitized tract for which the Wells are permitted. The penetration point for the Well(s) will be drilled from a location outside of the Pioneer lease, pooled unit, or unitized tract for which the Wells are permitted ("Off-Site Tract.")

Under the Railroad Commission's Final Order Amending and Renumbering Field Rules for the Spraberry (Trend Area) Field, Docket No. 7C-0297471, Rule 2 (the "Rules"), Pioneer is required to provide notice to the designated operator, a lessee of record, or unleased mineral owner under the Off-Site Tract, notice of the application to drill.

PURSUANT TO THE TERMS of Railroad Commission rules and regulations, this application may be granted WITHOUT A HEARING if no protest to the application is received within a 4 week deadline of this notice. An affected person is entitled to protest this application. Affected persons include owners of record and the operator or lessees of record on the Offsite Tract. If any mineral owner of the Offsite Tract objects to the location of the penetration point, the applicant may request a hearing to demonstrate the necessity of the location of the penetration point of the well to prevent waste or to protect correlative rights.

The Off-Site Tract of the well(s) is as shown below.

Section 34, Block 35, Township 1-North, T&P RR Co. Survey, Abstract 1060, Martin County, Texas

If you have questions regarding this application, please contact the Applicant's representative, April Maxey, at (972) 969-1741.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9957.

This applies to the following: Currie Neal 47 2811H, Currie Neal 47 4401H, Currie Neal 47 4403H, Currie Neal 47 4405H, Brunson Ranch 47A A8, Brunson Ranch 47B A8, Brunson Ranch 47C A8 & Brunson Ranch 47D A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

## Legal and Public Notices

**NOTICE OF SHERIFF'S SALE**

**REAL PROPERTY**

BY VIRTUE OF AN ORDER OF SALE ISSUED OUT OF THE 385TH DISTRICT COURT OF MIDLAND COUNTY, TEXAS, IN A CERTAIN CAUSE NUMBERED CV58848, ON THE 2nd DAY OF DECEMBER, 2022, STYLED: LONE STAR TRAILS HOMEOWNERS ASSOCIATION, INC VS. JULIO C. PADILLA ET AL, TO ME, AS SHERIFF DAVID CRINER DIRECTED AND DELIVERED, I HAVE LEVIED UPON THIS 19TH DAY OF JANUARY ,2023 AND WILL BETWEEN THE HOURS OF 10:00 AM AND 4:00PM AT APPROXIMATELY 10:00 AM ON THE FIRST TUESDAY IN APRIL, 2023, IT BEING THE 4TH DAY OF SAID MONTH, APRIL 4TH 2023 , AT MIDLAND COUNTY COURTHOUSE OF MIDLAND, COUNTY, PROCEED TO SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, FOR CASH IN HAND, ALL RIGHT, TITLE AND INTEREST, IF ANY, WHICH THE DEFENDANT JULIO C. PADILLA ET AL HAD ON THE 4TH DAY OF APRIL, 2023, OR AT ANY TIME THEREAFTER, OF IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

**LOT TWO (2), BLOCK SIX (6), LONE STAR TRAILS, SECTION TWO (2), A SUBDIVISION OF 25.74 ACRES OF LAND SITUATED IN SECTION 12, BLOCK 39, T-1-S, T.& P.RR. CO. SURVEY, MIDLAND COUNTY TEXAS, ACCORDING TO MAP OR PLAT AND /OR DEDICATION DEED THEREOF RECORDED IN CABINET J, PAGE 40, PLAT RECORDS MIDLAND COUNTY, TEXAS, (THE "PROPERTY"). PROPERTY ADDRESS: 1202 RANDOLPH LANE, MIDLAND, TX. 79705**

SAID PROPERTY IS LEVIED ON AS PROPERTY OF JULIO C. PADILLA ET AL AND WILL BE SOLD TO SATISFY THE JUDGMENT, INTEREST, COURT COSTS, FEES AND OTHER COSTS OF SUIT.

GIVEN UNDER MY HAND ON THIS THE 17TH DAY OF JANUARY, 2023.

DAVID CRINER SHERIFF
MIDLAND COUNTY, TEXAS
BY: /S/ DANIEL MOORE
INV. DANIEL MOORE, DEPUTY

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #5490.

This applies to the following: University-Ratliff W58-7A All, University-Ratliff W58-7B All, University-Ratliff W58-7C All, University-Ratliff W58-7D All, University-Ratliff W58-7E All, University-Ratliff W58-7F All, University-Ratliff E58-7G All, University-Ratliff E58-7H All, University-Ratliff E58-7I All, University-Ratliff E58-7J All & University-Ratliff E58-7GK All.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9421.

This applies to the following: University 6G 7H, University 6K 11H, University 6C 3H, University 6D 4H, University 6E 5H, University 6I 9H, University 6J 10H, University 6F 6H, University 6H 8H, University 7-7B 2H, University 7-7A 1H, University 7-6G 7H, University 7-7C 3H, University 7-6F 6H, University 7-6H 8H, UNIVERSITY 6-48A A8, UNIVERSITY 6-48B A8, UNIVERSITY 6-48C A8, UNIVERSITY 6-48D A8, UNIVERSITY 6-48E A8, UNIVERSITY 7-20A A8, UNIVERSITY 7-20B A8, UNIVERSITY 7-20C A8, UNIVERSITY 7-20D A8, UNIVERSITY 7-20E A8 & UNIVERSITY 7-20F A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 0.763 acre tract located in Block 19, Lot 2, Dellwood Second Section, City and County of Midland, Texas. (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9232.

This applies to the following: Miles 25C 3H, Miles 25D 4H, Miles 25E 5H, Miles 25H 8H, Miles 25I 9H, Miles 25J 10H, Miles 25A 1H, Miles 25B 2H, Miles 25F 6H, Miles 25G 7H, Arick Stout 36C 17H, Arick Stout 36H 14H, Arick Stout 36O 15H, Arick Stout 36P 16H, Arick Stout 36M 13H, Arick Stout 36R 18H, Lockiar-HB 26U A8, Lockiar-HB 26L A8, LOCKLAR-BONNIE 26S A8, ARICK-SIMMS 26A A8, ARICK-SIMMS 26B A8, ARICK-SIMMS 26C A8, ARICK-SIMMS 26D A8, ARICK-SIMMS 26E A8, ARICK-SIMMS 26F A8, ARICK-SIMMS 26G A8, ARICK-SIMMS 26H A8, ARICK-SIMMS 26I A8, ARICK-SIMMS 26J A8, ARICK-SIMMS 26K A8, ARICK-SIMMS 26L A8, ARICK-SIMMS 26M A8, ARICK-SIMMS 26N A8 & ARICK-SIMMS 26O A8.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

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March 18 2023



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## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #9985

This applies to the following: FRIDDY-FISCHER 10 AB, FISCHER-COULSON E10A AB, FISCHER-COULSON E10B AB, FISCHER-COULSON E10C AB, FISCHER-COULSON W10A AB, FISCHER-COULSON W10B AB, FISCHER-COULSON W10C AB, FISCHER-COULSON W10D AB & FISCHER-COULSON W10E AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #3957.

This applies to the following: Cuma Neal 47 2811H, Cuma Neal 47 4401H, Cuma Neal 47 4403H, Cuma Neal 47 4406H, Brunson Ranch 47A AB, Brunson Ranch 47B AB, Brunson Ranch 47C AB & Brunson Ranch 47D AB

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**NOTICE OF SHERIFF'S SALE**

**REAL PROPERTY**

BY VIRTUE OF AN ORDER OF SALE ISSUED OUT OF THE 385TH DISTRICT COURT OF MIDLAND COUNTY, TEXAS, IN A CERTAIN CAUSE NUMBERED CV56648, ON THE 2nd DAY OF DECEMBER, 2022, STYLED: LONE STAR TRAILS HOMEOWNERS ASSOCIATION, INC VS: JULIO C. PADILLA ET AL, TO ME, AS SHERIFF, DAVID CRINER DIRECTED AND DELIVERED, I HAVE LEVIED UPON THIS 19TH DAY OF JANUARY, 2023 AND WILL BETWEEN THE HOURS OF 10:00 AM AND 4:00PM AT APPROXIMATELY 10:00 AM ON THE FIRST TUESDAY IN APRIL, 2023, IT BEING THE 4TH DAY OF SAID MONTH APRIL 4TH 2023, AT MIDLAND COUNTY COURTHOUSE OF MIDLAND, COUNTY, PROCEED TO SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, FOR CASH IN HAND, ALL RIGHT, TITLE AND INTEREST, IF ANY, WHICH THE DEFENDANT JULIO C. PADILLA ET AL HAD ON THE 4TH DAY OF APRIL, 2023, OR AT ANY TIME THEREAFTER, OF IN AND TO THE FOLLOWING DESCRIBED PROPERTY

**LOT TWO (2), BLOCK SIX (6), LONE STAR TRAILS, SECTION TWO (2), A SUBDIVISION OF 25.74 ACRES OF LAND SITUATED IN SECTION 12, BLOCK 39, T-1-S, T & P RR. CO. SURVEY, MIDLAND COUNTY TEXAS, ACCORDING TO MAP OR PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN CABINET J, PAGE 43, PLAT RECORDS MIDLAND COUNTY, TEXAS, (THE "PROPERTY").**
**PROPERTY ADDRESS: 1202 RANDOLPH LANE, MIDLAND, TX. 79705**

SAID PROPERTY IS LEVIED ON AS PROPERTY OF JULIO C. PADILLA ET AL AND WILL BE SOLD TO SATISFY THE JUDGMENT, INTEREST, COURT COSTS, FEES AND OTHER COSTS OF SUIT.

GIVEN UNDER MY HAND ON THIS THE 17TH DAY OF JANUARY, 2023.

DAVID CRINER SHERIFF
MIDLAND COUNTY, TEXAS
BY: /S/ DANIEL MOORE
INV. DANIEL MOORE, DEPUTY

**NOTICE OF SHERIFF'S SALE**

**REAL PROPERTY**

BY VIRTUE OF AN ORDER OF SALE ISSUED OUT OF THE 238TH DISTRICT COURT OF MIDLAND COUNTY, TEXAS, IN A CERTAIN CAUSE NUMBERED CV56872, ON THE 18TH DAY OF DECEMBER, 2022, STYLED: LONE STAR TRAILS HOMEOWNERS ASSOCIATION, INC VS GILBERTO MORALES, ET AL, TO ME, AS SHERIFF DAVID CRINER DIRECTED AND DELIVERED, I HAVE LEVIED UPON THIS 6TH DAY OF MARCH, 2023 AND WILL BETWEEN THE HOURS OF 10:00 AM AND 4:00PM AT APPROXIMATELY 10:00 AM ON THE FIRST TUESDAY IN APRIL, 2023, IT BEING THE 4TH DAY OF SAID MONTH APRIL 4TH 2023, AT MIDLAND COUNTY COURTHOUSE OF MIDLAND, COUNTY, PROCEED TO SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, FOR CASH IN HAND, ALL RIGHT, TITLE AND INTEREST, IF ANY, WHICH THE DEFENDANT GILBERTO MORALES, ET AL HAD ON THE 4TH DAY OF APRIL, 2023 OR AT ANY TIME THEREAFTER, OF IN AND TO THE FOLLOWING DESCRIBED PROPERTY

**LOT TWELVE (12), BLOCK TWO (2), LONE STAR TRAILS, SECTION ONE (1), A ADDITION TO THE CITY OF MIDLAND BEING A SUBDIVISION OF 18.09 ACRES OF LAND SITUATED IN SECTION 12, BLOCK 39, T-1-S, T & P RR. CO. SURVEY, MIDLAND COUNTY TEXAS, ACCORDING TO MAP OR PLAT AND /OR DEDICATION DEED THEREOF RECORDED IN CABINET J, PAGE 32, PLAT RECORDS MIDLAND COUNTY, TEXAS, (THE "PROPERTY").**
**PROPERTY ADDRESS: 6909 RANCH DRIVE, MIDLAND, TX. 79701**

SAID PROPERTY IS LEVIED ON AS PROPERTY OF GILBERTO MORALES, ET AL AND WILL BE SOLD TO SATISFY THE JUDGMENT, INTEREST, COURT COSTS, FEES AND OTHER COSTS OF SUIT.

GIVEN UNDER MY HAND ON THIS THE 4TH DAY OF FEBRUARY, 2023.

DAVID CRINER SHERIFF
MIDLAND COUNTY, TEXAS
BY: /S/ DANIEL MOORE
INV. DANIEL MOORE, DEPUTY

**PUBLIC NOTICE**

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District

A 0.793 acre tract located in Block 19, Lot 2, Oatwood Second Section, City and County of Midland, Texas, (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #6232.

This applies to the following: Miles 25D 3H, Miles 25D 4H, Miles 25E 5H, Miles 25H 6H, Miles 25I 9H, Miles 25J 10H, Miles 25A 1H, Miles 25B 2H, Miles 25F 6H, Miles 25G 7H, Arick Stout 36D 17H, Arick Stout 36N 14H, Arick Stout 36O 15H, Arick Stout 36P 16H, Arick Stout 36M 13H, Locklar-H2 25U AB, Locklar-H2 26C AB, LOCKLAR-BONNIE 26S AB, ARICK-SIMMS 26A AB, ARICK-SIMMS 26B AB, ARICK-SIMMS 26C AB, ARICK-SIMMS 26D AB, ARICK-SIMMS 26E AB, ARICK-SIMMS 26F AB, ARICK-SIMMS 26G AB, ARICK-SIMMS 26H AB, ARICK-SIMMS 26I AB, ARICK-SIMMS 26J AB, ARICK-SIMMS 26K AB, ARICK-SIMMS 26L AB, ARICK-SIMMS 26M AB, ARICK-SIMMS 26N AB & ARICK-SIMMS 26O AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #6480

This applies to the following: University-Ratliff W58-7A AB, University-Ratliff W58-7B AB, University-Ratliff W58-7C AB, University-Ratliff W58-7D AB, University-Ratliff W58-7E AB, University-Ratliff W58-7F AB, University-Ratliff E58-7G AB, University-Ratliff E58-7H AB, University-Ratliff E58-7I AB, University-Ratliff E58-7J AB & University-Ratliff E58-7GK AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

## Garage-Estate-Yard Sale

**Estate Sales**

1324 TERRA COURT
Saturday Only 8am-?
Sofa,Full Size Bed, with Trundle, Twin Bed, Washer & Dryer, Clothes,Lots Of Misc. Too Much To List!

MULTI-FAMILY GARAGE Sale
3205 Elma Drive (+ the alley.)
3.18.23 - Saturday, only - 8 am to 2 pm.
Refrigerator, Play Stations 2, bedding, mens clothes, shoes, linitapot, tools, dishes, handmade Mongolian Moon Khaus w/Mortal Designs (horse head fiddle) w/ 2 bows and 2 reeds, Computer Equipment, Dumbbs instrument, TV, Jumper cables, New Agressor Pre GT Mountain Bike, New Huffy Net Lusso women's bike, Several Area Gardens. Lots of miscellaneous. Park on Aspen Drive, do not block alley.

## Real Estate Rental-Sale

**Lots and Land**

**Acreage**

13 ACRES For Sale With Big Shop, RV Park, Mobile Home. Rural Bond Creditors! Call 432-661-1180

**AFFORDABLE LAND**
WE HAVE SOME OF THE BEST IN TEXAS **HILL COUNTRY** - EDWARDS, McCULLOCH, SCHLEICHER, COKE, VAL VERDE COUNTY, FREE RANGING EXOTICS. **SOUTH TEXAS** - KINNEY, DUVAL, LIVE OAK COUNTY - WHITETAIL HOGS. **TRANS PECOS,** TERRELL, VAL VERDE - WHITETAIL, JAVELINA, QUAIL. 30 YEAR FIXED RATE FINANCING, 5% DOWN. ranchenterprises@cox.com. **800-876-9720.**

## Commercial

Mighty wash Stock, Car Wash. Locally Owned And Rare Availability. Email wes@texasadventures.com. Only Qualified Purchase

## Autos For Sale-Lease

**Pickup Trucks**

2013 GMC 2500 Denali Diesel, Luxury Package, Garage Kept, 56K, Red with Leather Interior, Bose, 4X4, Sunroof, New Tires, Remote Start, $34,995. Firm. No Trades! 432-349-3772

## Classified CAN 687.8815

## Who's Who For Service

Call 682-6222 for details.

**Home Services & Home Improvement**

**Concrete**

For all your concrete needs, driveways, sidewalks, new slabs, house or garage additions. Call Danny @ 432-894-0702

**Heat-Air Condition**

Ellis & Sons Plumbing & Air Conditioning Sales & Service. Service all brands. 683-2670. TACLB005482.

**Landscape and Tree Maintenance**

**Lawn and Garden**

**A & D LAWN SERVICES**
Professional
Tree Trimming & removal, Irrigation Repair, Junk removal,Mulch 432-853-8897

**Bluebonnet Landscaping Tree Trimming, Junk Removal, and Lawn Maintenance Call 432-924-5078**

AAA HANDYMAN SERVICES, PAINTING, PLUMBING, CEILING FANS, POWER Washing, Tree Pruning, Fence Repair. You Name It I Can Do It!!! 432-689-2318

**Remodeling-Repair**

Handyman, construction - metal wood. Need a new carport, fence, a paint job, or framing? You can call or text Chris Morgan at 432-349-2780

**Landscape and Tree Maintenance**

**Lawn and Garden**

AAA TREE Service: Free Estimates. tree pruning & removal. flower beds, shrub trimming & property clean up. Call 432-689-3318

Sprinkler & Drip System Repair Small trees & Lawn Service. **We're small but BIG on service 432-570-8347**

**Personal Services**

**The Davis Law Firm**
Personal Injury Claims
**Pay no attorney's fees** unless you recover. Court costs, litigation expenses, and medical bills are paid from your share of the recovery. If there is no recovery, you will not be responsible for any court costs or litigation expenses, except for unpaid medical bills.
Office in Dallas, TX **972-426-8388**

*Let Classifieds Work for You! Call*
**432-687-8815**

**BLUEBONNET ESTATE SALES**
**Thurs. Fri & Sat From 8am - 2pm**
**2004 Douglas**
Dining tables, Sofa and Loveseat, tools, household goods, sewing machines, crafting supplies, riding lawn mower, outdoor furniture, washer and dryer, refrigerator, clothing, king bed, dressers
plus SO MUCH MORE!
Pictures can be viewed online at
https://www.estatesales.net/TX/Midland/79705/3099765




## Legal and Public Notices

**Notice of Application for Surface Commingling**

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #6246

This applies to the following: North Brook NE 45T AB, North Brook NE 48S AB, North Brook NE 34 AB & North Brook 2E4S AB.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

Extra Space Storage will hold a public auction to satisfy Extra Space's lien, by selling personal property described below belonging to those individuals listed below at the location indicated. All spaces contain household furniture unless otherwise noted.

Facility 1779, 5305 Andrews Hwy Midland, TX 79703, April 5, 2023, 10:00AM, Eugene Hiatt, Michael Osborne-Brown, Rayne Hamilton.

Facility 1813, 3111 Calders Blvd Midland, TX 79705, April 5, 2023, 10:00AM, Christy Willingham.

Facility 1814, 2604 N Loop 250 W, Midland, TX 79707, April 5, 2023, 10:00AM, Oscar Solis, Taylor Bruner, Vicky Rodriguez, Kathleen Kuene.

The auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

## ROI of Home Improvements

Despite many American home-improvement projects being driven by an expected increase in home value, new data shows that this may be more wishful thinking than reality. On average, home improvement recoups less than 70% of the costs they take to finish them. Amid rising mortgage rates and an uncertain housing market, many Americans have opted to remodel their homes rather than search for a new one, with most citing home-value improvement as the principal reason behind the decision. The remodeler sentiment, while prone to fluctuations, remained positive throughout 2022, buoyed by continued demand for work-from-home arrangements and an aging housing stock. But Today's Homeowner with Danny Lipford has published a study entitled ROI of Your Home Remodel to investigate the numbers – or more specifically, the returns on investment – underneath the remodeler sentiment. It studied the geo-specific costs and values of over 30 home-improvement projects across more than 1,200 US markets and ultimately found that none of them showed a return on investment above 100%, while barely a third (12) recouped 75% of all costs. The Today's Homeowner study found that home-improvement projects only recouped 69% of costs on average, with a garage door replacement coming out as the top home-improvement investment (100% of costs recovered) and a finished basement ranking worst (22%). The average ROI for exterior projects such as a garage door and wood window replacements or a porch addition was generally 23% higher than the ROI of interior projects like kitchen and bathroom remodels. ROI of Your Home Remodel also observed that home remodelers looking to sell their upgraded homes were better off investing in the exterior of their home than the interior. Realtor Suzanne Coddington of Dickens Mitchener called it curb appeal.

Source: Mortgage Professional America

HNB Mortgage
Real People ★ Real Service ★ Real Simple
"Creating Customers for Life"



MRT HOMES GALLERY




1601 SOUTH COUNTY ROAD 1072 $579,900
HOLLY REALTORS 638-3090




GRASSLAND WEST...1905 JADEWOOD...$735,000
UP GROUP REALTORS (432) 684-7788

MIDLAND
Engineering Services

February 23, 2023

Robert Patrick, City Manager
300 N. Loraine
Midland, Texas 79701

Re: Request to Sell a Portion of Doug Russell Park to the Midland Independent School District

Dear Mr. Patrick,

The Midland Independent School District (MISD) has expressed interest in acquiring a portion of Doug Russell Park from the City of Midland. The 0.783-acre tract is located at the east end of Doug Russell Park and is used by Alamo Junior High School staff for parking. Since the tract is already in use by MISD for staff parking, MISD has proposed to purchase this tract. MISD also proposes to use the tract as a shared parking space in the summer months for persons visiting Doug Russell Pool.

The Texas Parks and Wildlife Code Section 26 requires the City Council to hold a Public Hearing for consideration, because the tract to be sold is park land. Notice of this hearing must be by two means: the first is by publication in the legal section of the local newspaper on three separate occasions; the second is by written notification to the person, organization, department or agency that has supervision of the land proposed to be used.

Please consider this letter to be the formal notification required by State law that a public hearing will be scheduled at the Midland City Council Meeting at 10:00 am on March 28, 2023, in the Council Chamber, 300 N. Loraine Street, Midland, Texas to consider this request.

Sincerely,

Jose Ortiz, Engineering Services Director




Date: 5/20/2021

**Legend**

Parcel

Survey Section

PACKET 51 18

# Exhibit of a 0.783 acre tract
# Lying on the east end of Doug Russell Park

March 28, 2023

0 25 50 Feet

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

**Vacate Right-of-Way/Public Utility Easement/Land/Street Application**

Project Number: _____

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland ISD (Kellie Spencer) | | Phone (432) 240-1007 Email kellie.spencer@midlandisd.net | |
|---|---|---|---|
| Address 615 W. Missouri | City Midland | State TX | Zip 79701 |

**Application is hereby made to the City Council to vacate the following:**

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☑ Land
- ☐ Street

**Description of Address:** 0.783 acre tract lying on the east end of Doug Russell Park

**Reason for Request:** MISD's staff parking lot for Adams JH is located on this tract.

**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:** tract is already in use by MISD for parking & can be a "shared" parking space in the summer for those utilizing the park/pool.

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

**Utility Company Approval**

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Sharyland Utilities
- Grande Communications
- Oncor Electric

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

**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.

**Signatures**

| | |
|---|---|
| Applicant (signature): Kellie Spencer | Date: 5/13/2021 |

**Affected Property Owners:**

| | | |
|---|---|---|
| Signature: | Print: | Date: |
| Signature: | Print: | Date |
| Signature: | Print: | Date |
| Signature: | Print: | Date |

*The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

**FOR OFFICE USE ONLY**

☐ 1 FOLDED Copy of Survey Plat ☐ Plans in Digital Format (PDF/JPEG)

☐ Application Fee

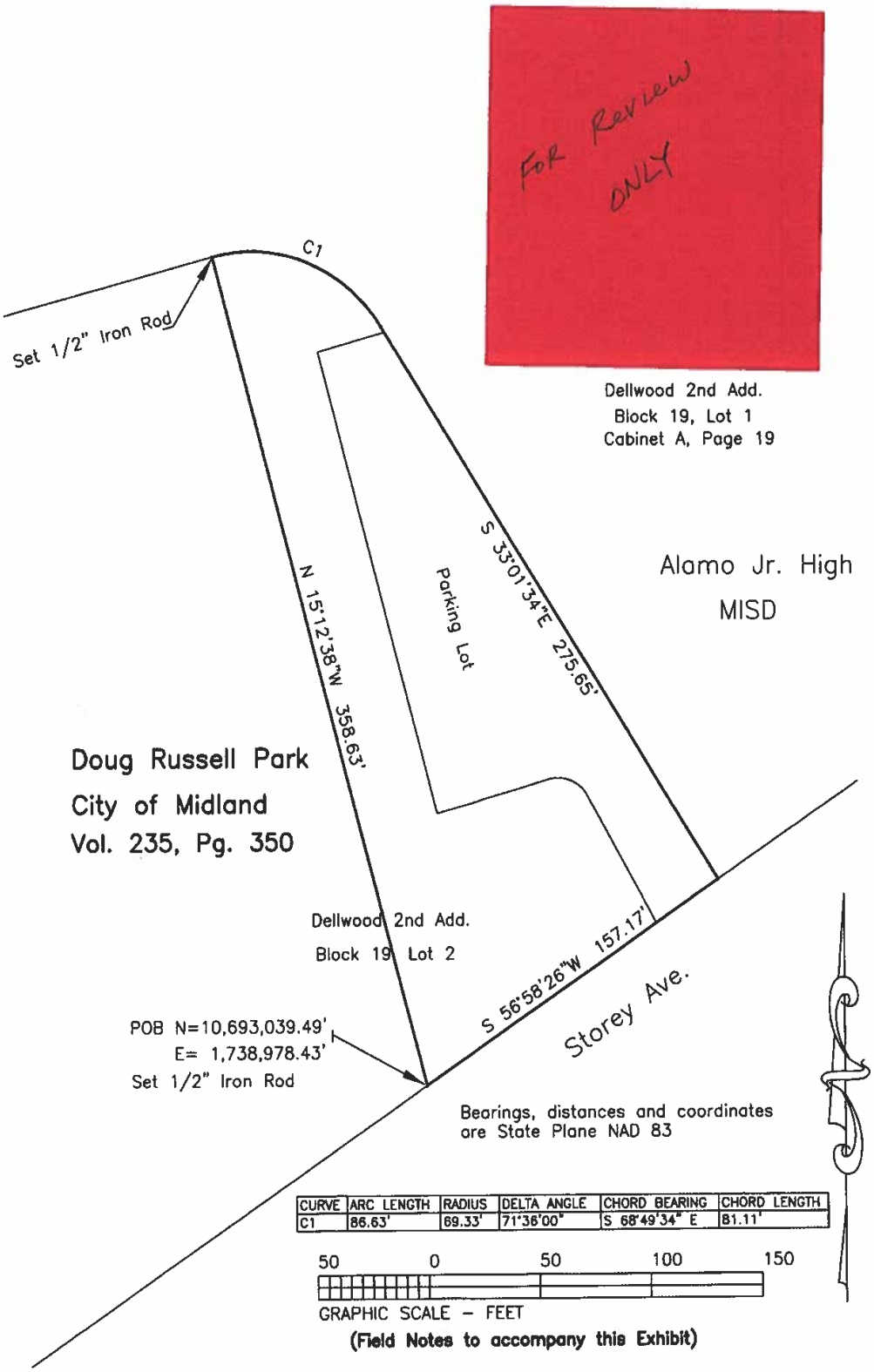
Check #_____

| | |
|---|---|
| Received By: | Date: |

****Application will not be considered for scheduling until reviewed by a planner.****

# Exhibit showing a 0.783 acre tract

## lying on the east end of Doug Russell Park




| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 86.63' | 69.33' | 71°36'00" | S 68°49'34" E | 81.11' |

**(Field Notes to accompany this Exhibit)**

Legal Description for a 0.783 Ac. Tract

For a 0.783 acre tract located in Block 19, Lot 2, Dellwood Second Section, an addition to the City of Midland, Texas as recorded in Cabinet A, Page 19 of the Midland County Plat Records and being a portion of the land conveyed to the City of Midland by deed as recorded in Vol. 235, Pg. 350 of the Midland County Deed Records and being more fully described as follows;

Beginning at a set ½" dia. iron rod w/cap for the southwest corner of the herein described tract in the north line of Storey Ave. and having a coordinate of N= 10,693,039.49 ft., E= 1,738,978.43 ft., a ½" iron rod w/cap for the southeast corner of said Lot 2 bears N 56° 58' 26" E a distance of 157.17 ft.,

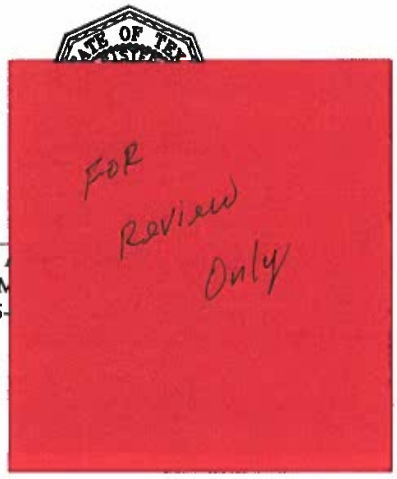
Thence N 15° 12' 38" W along the west line of this tract a distance of 358.63 ft. to a set ½" dia. iron rod w/cap for the northwest corner of this tract at the beginning of a curve to the right,

Thence along said curve to the right having a radius of 69.33 ft. with a chord bearing of S 68° 49' 34" E and a chord distance of 81.11 ft. to a point at the end of said curve in the east line of this tract,

Thence S 33° 01' 34" E along the east line of this tract a distance of 275.65 ft. to a set ½" dia. iron rod w/cap for the southeast corner of this tract in the north line of Storey Ave.,

Thence S 56° 58' 26" W along the south line of this tract and the north line of said Storey Ave. a distance of 157.17 ft. to the place of beginning and containing 0.783 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




Richard
City of M
432-685-

PUBLIC NOTICE

The City of Midland, Texas hereby gives notice that the following City owned park land will be sold to the Midland Independent School District:

A 0.783 acre tract located in Block 19, Lot 2, Dellwood Second Section, City and County of Midland, Texas. (Generally located on the north side of Storey Avenue, approximately 667 feet east of N. Midland Drive.

City of Midland, Texas

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared_____, publisher of the Midland Reporter-Telegram, a newspaper of general circulation published in Midland County, Texas, who stated an oath that the attached instrument was published in said newspaper on each of the following dates, to wit:

_____A.D., 20___.

_____Publisher

SUBSCRIBED AND SWORN TO BEFORE ME this_____day of_____ A.D., 20_____.

_____
Notary Public, Midland County, Texas

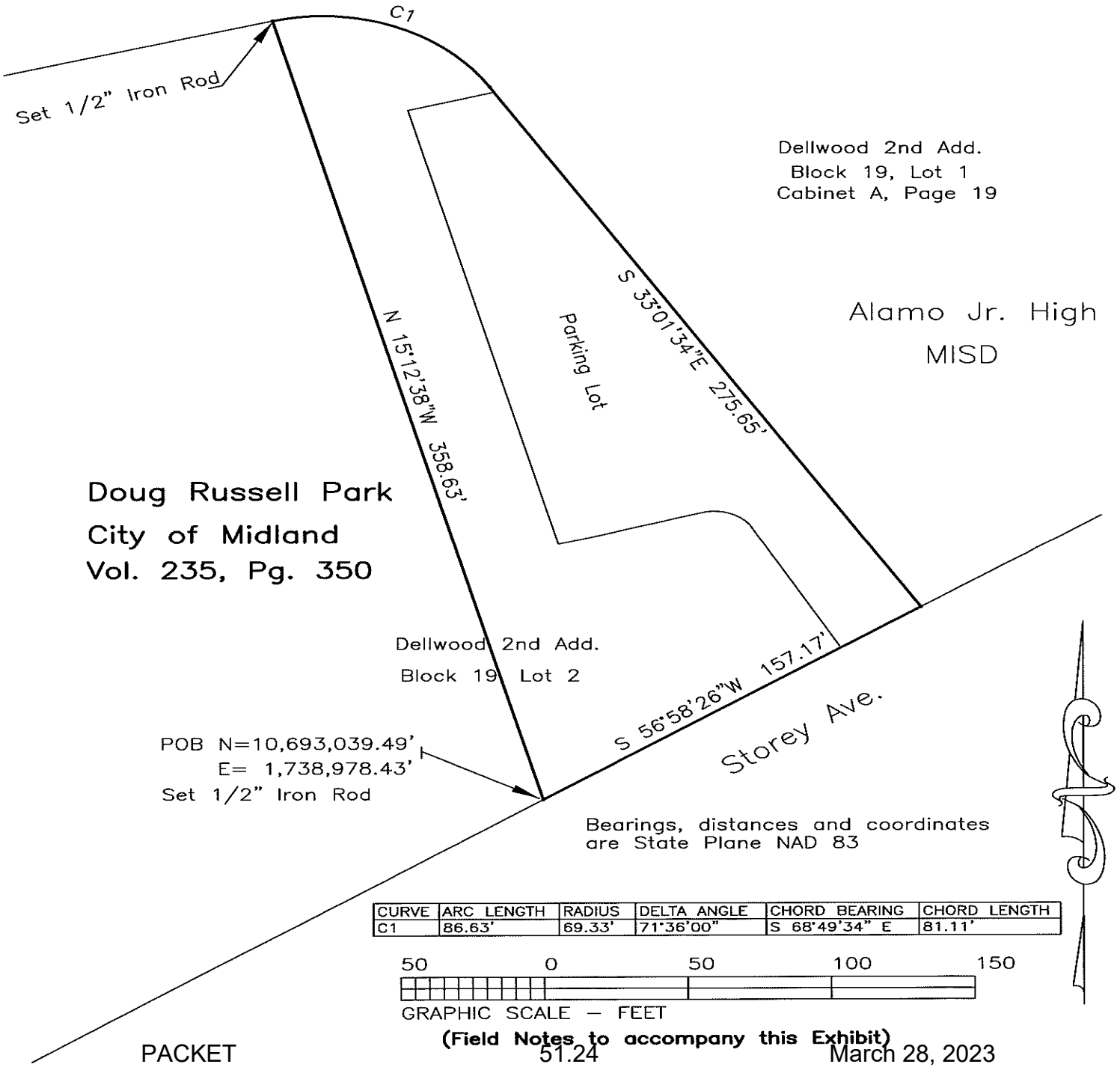
TO: Midland Reporter Telegram

1. Mail all public notice affidavits for this public notice to:

   Erika Martinez
   Purchasing Manager
   City of Midland, Texas
   P. O. Box 1152
   Midland, TX 79702

2. Mail all statements for this public notice to the above address.

# Exhibit showing a 0.783 acre tract lying on the east end of Doug Russell Park




| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 86.63' | 69.33' | 71°36'00" | S 68°49'34" E | 81.11' |

**(Field Notes to accompany this Exhibit)**

Legal Description for a 0.783 Ac. Tract

For a 0.783 acre tract located in Block 19, Lot 2, Dellwood Second Section, an addition to the City of Midland, Texas as recorded in Cabinet A, Page 19 of the Midland County Plat Records and being a portion of the land conveyed to the City of Midland by deed as recorded in Vol. 235, Pg. 350 of the Midland County Deed Records and being more fully described as follows;

Beginning at a set ½" dia. iron rod w/cap for the southwest corner of the herein described tract in the north line of Storey Ave. and having a coordinate of N= 10,693,039.49 ft., E= 1,738,978.43 ft., a ½" iron rod w/cap for the southeast corner of said Lot 2 bears N 56° 58' 26" E a distance of 157.17 ft.,

Thence N 15° 12' 38" W along the west line of this tract a distance of 358.63 ft. to a set ½" dia. iron rod w/cap for the northwest corner of this tract at the beginning of a curve to the right,

Thence along said curve to the right having a radius of 69.33 ft. with a chord bearing of S 68° 49' 34" E and a chord distance of 81.11 ft. to a point at the end of said curve in the east line of this tract,

Thence S 33° 01' 34" E along the east line of this tract a distance of 275.65 ft. to a set ½" dia. iron rod w/cap for the southeast corner of this tract in the north line of Storey Ave.,

Thence S 56° 58' 26" W along the south line of this tract and the north line of said Storey Ave. a distance of 157.17 ft. to the place of beginning and containing 0.783 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




Richard A. Shelton 5-20-21

Richard A. Shelton, RPLS
City of Midland, Texas
432-685-7372

# City Council Meeting

**Item Number:** 52

**Meeting Date:** March 28, 2023

**To:** City Council / City Manager

**From:** Gabe McClelland,

**Subject:** **RESOLUTION APPROVING THE PURCHASE OF AN APPROXIMATE 10.30-ACRE TRACT LOCATED IN BLOCK 87, EAST MIDLAND ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS FOR A TOTAL AMOUNT OF $561,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID PROPERTY, PURCHASE A TITLE INSURANCE POLICY, AND HOLD THE CLOSING FOR SAID ACQUISITION; AUTHORIZING PAYMENT FOR SAID PROPERTY, THE TITLE INSURANCE POLICY, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID ACQUISITION (DISTRICT 2) (ENGINEERING SERVICES)**

---

**Purpose:**

Consider the purchase of a 10.30 acre tract of land from the Midland Independent School District

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$561,000.00

**Discussion:**

The Engineering Department needs a stockpile location consisting of approximately 10 acres for storage of street maintenance material, including recycled asphalt pavement from the

annual Mill/Inlay Project. The Transportation Division has been forced to move material from other city-owned properties determined not suitable for a stockpile location. Moving stockpiles of material is expensive and not productive.

The Engineering Department is currently using an undeveloped property in east Midland to stockpile street maintenance material, but the City of Midland does not own this property, and this is a temporary arrangement. This 10.30 tract of land is located in Block 87, East Midland Addition, generally located on Cuthbert Avenue between Fairgrounds Road and Tilden Street and is owned by the Midland Independent School District (MISD). This property is conveniently located near the City's Municipal Garage and the Transportation Division's office at 1600 E. Orchard Lane. In addition, this property is located in an industrial-area (non-residential), and Transportation's fleet can conveniently and safely mobilize their fleet of equipment to provide routine and emergency services to the citizens of Midland. MISD staff has expressed an interest in selling the property and currently has no plans to develop the property. The Midland Central Appraisal District (MCAD) value of the property is $561,000.00.

For the reasons listed above, we are recommending the purchase of a 10.30 acre tract of land located at Block 87, East Midland Addition for $561,000.00 (MCAD value).

Morris Williams Jr.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE PURCHASE OF AN APPROXIMATE 10.30-ACRE TRACT LOCATED IN BLOCK 87, EAST MIDLAND ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS FOR A TOTAL AMOUNT OF $561,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID PROPERTY, PURCHASE A TITLE INSURANCE POLICY, AND HOLD THE CLOSING FOR SAID ACQUISITION; AUTHORIZING PAYMENT FOR SAID PROPERTY, THE TITLE INSURANCE POLICY, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID ACQUISITION**

**WHEREAS**, the Engineering Services Department is in need of approximately 10 acres of land for the purpose of stockpiling materials for certain ongoing projects; and

**WHEREAS**, the Midland Independent School District ("*MISD*") has offered to convey fee simple title of certain MISD-owned property described as an approximate 10.30-acre tract located in Block 87, East Midland Addition, an addition to the City of Midland, Midland County, Texas (generally located on Cuthbert Avenue between Fairgrounds Road and Tilden Street) (the "*Property*"), as shown on Exhibit A, which is attached hereto and incorporated herein for all purposes, to the City for a total amount of $561,000.00; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute a purchase and sale agreement with MISD for the purchase of the Property for a total amount of $561,000.00; and

**WHEREAS**, the City Council funds it to be in the public interest to authorize the City Manager to negotiate, execute, and file all documents necessary to acquire the Property, purchase a title insurance policy, and hold the closing for said acquisition;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That the purchase of an approximate 10.30-acre tract located in

Block 87, East Midland Addition, an addition to the City of Midland, Midland County, Texas, from MISD for a total amount of $561,000.00 is hereby approved.

**SECTION TWO.** That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, Texas, a purchase and sale agreement between the City of Midland, Texas, and MISD for the purchase of the Property for a total amount of $561,000.00. Said agreement to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION THREE.** That the City Manager is hereby authorized and directed to negotiate, execute, and file all documents necessary to acquire the Property, purchase a title insurance policy, and hold the closing for said acquisition.

**SECTION FOUR.** That $561,000.00 is available in the Unappropriated Fund Balance of the General Fund and will be appropriated to a project established by the City of Midland Finance Department.

**SECTION FIVE.** That the City Comptroller is hereby authorized and directed to pay for the Property out of funds available in the project established by the City of Midland Finance Department upon receipt of proper invoice or statement therefor approved by the City Manager; the City Comptroller is further authorized and directed to pay for a title insurance policy and closing costs out of funds available in the General Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager.

**SECTION FIVE.** That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, the instrument of conveyance acquired in accordance with this Resolution in the Deed Records of Midland County, Texas. Copies of said instrument of conveyance shall be maintained on file in the City Secretary's Office and referenced by the date and number of this Resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney




Date: 5/20/2021

**Legend**

Parcel

Survey Section

**Exhibit of a 10.3 acre tract**
**Located in Block 87, East Midland Addition**

0 50 100 Feet

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Exhibit A

# City Council Agenda

Approved for Agenda:

City Manager's Office

**MEETING DATE:** **March 28, 2023**

**TO:** **City Council / City Manager**

**FROM:** **Gabe McClelland, Senior Engineering Manager**

**SUBJECT:** **Resolution authorizing the purchase of a 10.30 acre tract of land located in Block 87, East Midland Addition an addition to the City of Midland, Texas (Generally located at Cuthbert Avenue between Fairgrounds Road and Tilden Street) from the Midland Independent School District for $561,000.00.**

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## Purpose:

Consider the purchase of a 10.30 acre tract of land from the Midland Independent School District

## Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

## Fiscal Impact:

$561,000.00

## Discussion:

The Engineering Department needs a stockpile location consisting of approximately 10 acres for storage of street maintenance material, including recycled asphalt pavement from the annual Mill/Inlay Project. The Transportation Division has been forced to move material from other city-owned properties determined not suitable for a stockpile location. Moving stockpiles of material is expensive and not productive.

The Engineering Department is currently using an undeveloped property in east Midland to stockpile street maintenance material, but the City of Midland does not own this property, and this is a temporary arrangement. This 10.30 tract of land is located in Block 87, East Midland Addition, generally located on Cuthbert Avenue between Fairgrounds Road and Tilden Street and is owned by the Midland Independent School District (MISD). This property is conveniently located near the City's Municipal

Garage and the Transportation Division's office at 1600 E. Orchard Lane. In addition, this property is located in an industrial-area (non-residential), and Transportation's fleet can conveniently and safely mobilize their fleet of equipment to provide routine and emergency services to the citizens of Midland. MISD staff has expressed an interest in selling the property and currently has no plans to develop the property. The Midland Central Appraisal District (MCAD) value of the property is $561,000.00.

For the reasons listed above, we are recommending the purchase of a 10.30 acre tract of land located at Block 87, East Midland Addition for $561,000.00 (MCAD value).






Date: 5/20/2021

Legend

Parcel

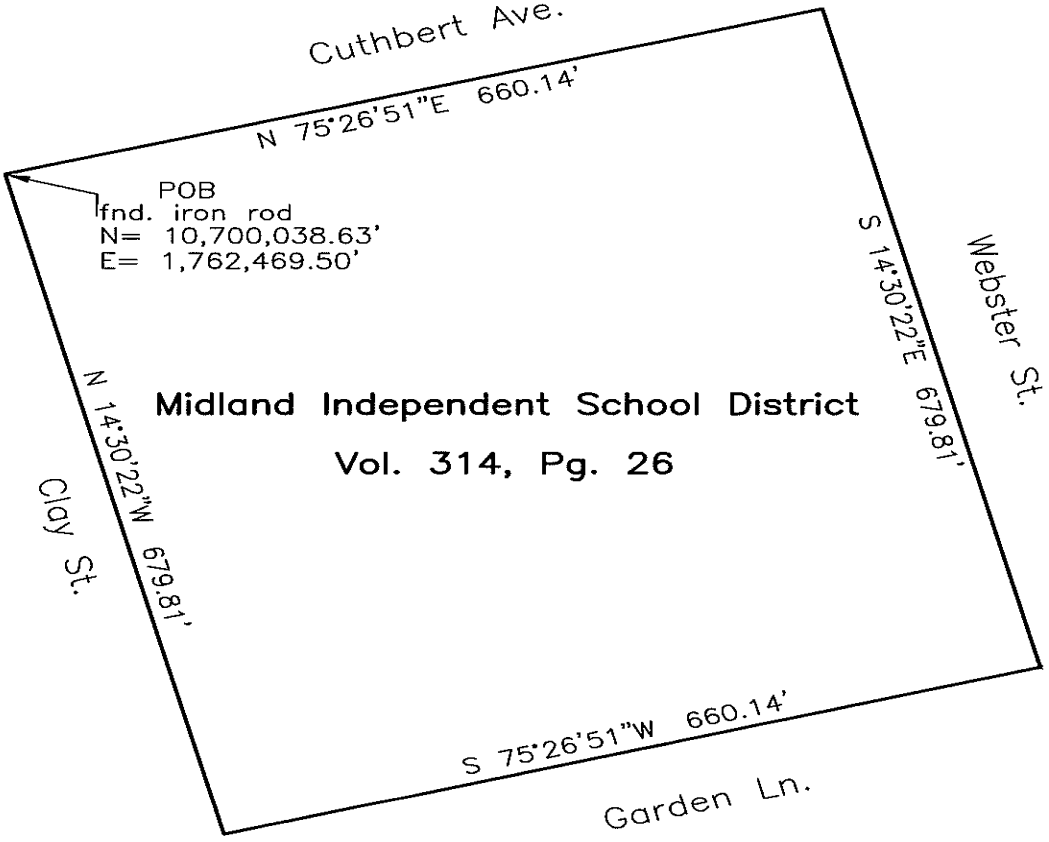
Survey Section

**Exhibit of a 10.3 acre tract**
**Located in Block 87, East Midland Addition**

0 50 100 Feet

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# Exhibit showing a 10.30 acre tract located in Block 87, East Midland Addition, an addition to the City of Midland, Texas as recorded in Vol. 1, Pages 52 to 56, of the Midland County Deed Records




Bearings, distances and coordinates based on the Texas State Coordinate System, Central Zone, NAD 83

150 0 150 300 450

GRAPHIC SCALE – FEET

**(Field Notes to accompany this exhibit)**

Field Notes for a 10.30 acre tract of land

For a 10.30 acre tract located in Block 87, East Midland Addition an addition to the City of Midland, Texas and being the same land conveyed to Midland Independent School District by deed as recorded in Vol. 314, Pg. 26 of the Midland County Deed Records and being more fully described as follows;

Beginning at a found ½" diameter iron rod for the northwest corner of said Block 87 in the south line of Cuthbert Ave. and having a coordinate of N= 10,700,038.63 ft., E= 1,762,469.50 ft.

Thence N 75° 26' 51" E along the north line of said Block 87 a distance of 660.14 ft. to a found ½" diameter iron rod for the northeast corner of said Block 87 in the south line of said Cuthbert Ave.,

Thence S 14° 30' 22" E along the east line of said Block 87 and the west line of Webster St. a distance of 679.81 ft. to a set ½" diameter iron rod for the southeast corner of said Block 87,

Thence S 75° 26' 51" W along the south line of said Block 87 and the north line of Garden Lane a distance of 660.14 ft. to a found iron pipe for the southwest corner of said Block 87,

Thence N 14° 30' 22" W along the west line of said Block 87 and the east line of Clay St. a distance of 679.81 ft. to the place of beginning and containing 10.30 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.




Richard A. Shelton 5-19-21

Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7372