CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
May 10, 2022 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

OPENING ITEMS

1. Invocation – Pastor Daniel Stephens, Mid-Cities 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 a Proclamation for Nurses Week

   3b. Presentation of a Proclamation to the Salvation Army in recognition of National Salvation Army Week

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF APRIL 26, 2022

5. 2022-053 – RESOLUTION AWARDING A SERVICE CONTRACT FOR DRY CLEANING AND LAUNDRY SERVICES TO POC2, LLC, DBA PRISTINE ORGANIC CLEANERS 2 AT A PROJECTED ANNUAL COST OF $292,490.00 (GENERAL SERVICES)

6. 2022-054 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., FOR THE PLANNING, DESIGNING AND BIDDING OF A LIFT STATION AT THE I-20 PRESERVE FOR THE WALL STREET SEWER DIVERSION FOR THE UTILITIES DEPARTMENT FOR A COST OF $345,117.00; APPROVING $51,768.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)

7. 2022-055 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE

REPLACEMENT OF AUDIO VISUAL EQUIPMENT AT GRANDE COMMUNICATIONS STADIUM (DISTRICT: NONE) (GENERAL SERVICES)

8. 2022-056 – RESOLUTION APPROVING THE PURCHASE OF REPLACEMENT SERVERS FOR THE DISASTER RECOVERY BACKUP SITE FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $283,728.32 (DISTRICT: NONE) (GENERAL SERVICES)

9. 2022-057 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF NORTHSTAR'S SILVERBLAZE CUSTOMER WEB PORTAL PLATFORM FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT ON BEHALF OF THE CUSTOMER SERVICE DIVISION FROM NORTHSTAR UTILITIES SOLUTIONS, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR A TOTAL COST OF $129,218.00 AND ANNUAL MAINTENANCE COSTS OF $12,488.00 (DISTRICT: NONE) (GENERAL SERVICES)

10. 2022-058 – RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A AND 4, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO PURCHASE SAID PROPERTY AND HOLD THE CLOSING; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT 4) (GENERAL SERVICES)

11. 049-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE MOMENTUM BANK BALLPARK RENOVATIONS AND IMPROVEMENTS PROJECT FOR THE COMMUNITY SERVICES DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID PROJECT; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 4) (GENERAL SERVICES)

12. 050-2022 – MOTION AUTHORIZING THE EXECUTION OF A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH EQUALIS GROUP LLC; SAID AGREEMENT PROVIDING FOR COOPERATIVE PURCHASING SERVICES THROUGH THE COOPERATIVE PURCHASING PROGRAMS ADMINISTERED BY EQUALIS GROUP LLC (DISTRICT: NONE) (GENERAL SERVICES)

13. 2022-059 – RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE PURCHASE AND INSTALLATION OF ARTIFICIAL TURF FOR FOUR (4) LITTLE LEAGUE FIELDS AT BEAL PARK FOR A TOTAL COST OF $1,840,211.00; APPROVING $92,009.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

14. 2022-060 – RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE PLANT FARM PONDS REHABILITATION PROJECT FOR THE UTILITIES DEPARTMENT (DISTRICT NONE) (GENERAL SERVICES)

15. 051-2022 – MOTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROVIDE THE AEGIS GROUP, LTD., SIXTY (60) DAYS' ADVANCE WRITTEN NOTICE OF THE CITY OF MIDLAND'S ELECTION TO TERMINATE THE CONSULTING SERVICES AGREEMENT BETWEEN THE PARTIES, DATED NOVEMBER 17, 2021 (DISTRICT: NONE) (GENERAL SERVICES)

16. 2022-061 – RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE LONGVIEW AVENUE AT BELMONT STREET ROUNDABOUT PROJECT (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF LONGVIEW AVENUE AND BELMONT STREET; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF $28,600.00 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT (DISTRICT 2) (ENGINEERING SERVICES)

17. 052-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-018) WITH ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, AND SECTIONS 19 AND 30, BLOCK 36, T-3-S T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

18. 10305 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 THROUGH 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH WEBSTER STREET AND CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 26, 2022)

19. 10306 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON WEST SIDE OF A STREET, APPROXIMATELY 75 FEET NORTH OF MISSOURI AVENUE), 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 3) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 26, 2022)

20. 10307 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,372-SQUARE FOOT PORTION OF LOT 13A, BLOCK 53, ORIGINAL TOWN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAIN STREET AND WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 26, 2022)

PUBLIC HEARINGS

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

21. 10308 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, EASTOVER SECOND 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 SOUTHWEST CORNER OF THE INTERSECTION OF JESSE STREET AND 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 3) (DEVELOPMENT SERVICES)

22. 10309 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.38-ACRE TRACT OF LAND OUT OF LOTS 1, 2, 3 AND 4, BLOCK 4, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF F STREET AND 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 3) (DEVELOPMENT SERVICES)

23. 10310 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 THROUGH 21, BLOCK 7, AND LOTS 1 THROUGH 8, BLOCK 8, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST AND WEST SIDES OF SOUTH BENTON STREET, APPROXIMATELY 217 FEET NORTH OF ORCHARD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

24. 10311 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF LOT 1-J, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WADLEY AVENUE, APPROXIMATELY 254 FEET EAST OF NORTH GARFIELD STREET), 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 3) (DEVELOPMENT SERVICES)

25. 10312 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF A CERTAIN 44-ACRE TRACT OUT OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTERN DRIVE AND WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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 3) (DEVELOPMENT SERVICES)

26. 2022-062 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET ON LOT 4, BLOCK 12, SUNSET ACRES, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST GOLF COURSE ROAD, APPROXIMATELY 322 FEET WEST OF NORTH MIDKIFF ROAD) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 4) (DEVELOPMENT SERVICES)

MISCELLANEOUS

27. 053-2022 – MOTION GRANTING PRINCE SIGNS, LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 2, BLOCK 2, CENTRAL PARK ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH FARM TO MARKET ROAD 1788 AND LOOP 40 (DISTRICT 4) (DEVELOPMENT SERVICES)

28. 054-2022 – MOTION GRANTING PRINCE SIGNS, LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 9, BLOCK 2, LONESTAR BUSINESS PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF OCCIDENTAL PARKWAY AND NORTH STATE HIGHWAY 349) (DISTRICT 1) (DEVELOPMENT SERVICES)

29. 2022-063 – RESOLUTION GRANTING A VARIANCE FOR A 50.239-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LAMESA ROAD AND EAST LOOP 250 NORTH), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 135 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS (DISTRICT 1) (DEVELOPMENT SERVICES)

30. MOTION APPOINTING A MAYOR PRO TEMPORE (DISTRICT: NONE) (CITY MANAGER)

PUBLIC COMMENT

31. 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.)

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
MINUTES
April 26, 2022

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., April 26, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, 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 10:00 a.m.

OPENING ITEMS

1. Invocation – Edward Mayberry, Community Worship Center

2. Pledge of Allegiance

CONSENT AGENDA

Lori Blong moved to approve consent agenda items 3 – 9, excluding item(s) 4, 7 and 8; seconded by Dan Corrales.

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

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. REGULAR SESSION OF APRIL 12, 2022

5. 043-2022 – MOTION APPROVING AN AMENDMENT TO THAT CERTAIN INCUBATOR AND MAKERSPACE GRANT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN

BASIN (DISTRICT: NONE) (CITY MANAGER)

6. 044-2022 – MOTION APPROVING AN AMENDMENT TO THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE ESTATE OF J.L. DAVIS FOR THE PURCHASE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 1A AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 2) (CITY MANAGER)

9. 046-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-019) WITH ENTERPRISE NAVITAS MIDSTREAM MIDLAND BASIN, LLC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36 AND SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

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

4. 2022-051 – RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A AND 4, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO PURCHASE SAID PROPERTY AND HOLD THE CLOSING; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT 4) (GENERAL SERVICES)

Jack Ladd moved to approve Resolution No. 2022-051; seconded by John Norman.

The motion failed by the following vote:
AYE: Payton, Dufford, Norman
NAY: Corrales, Poole, Blong, Ladd
ABSTAIN: None
ABSENT: None

7. 2022-052 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 231 FEET AND 2,422 FEET WEST OF SOUTH LAMESA ROAD AND BETWEEN 150 FEET AND 170 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

A question was asked why did we waive the Road Repair Agreement. Oil & Gas Compliance Officer Ron Jenkins reported they do not use any City streets to access their location, therefore, a road repair agreement is not required. If that changes in the future, a road repair agreement would be signed at that time.

John Norman moved to approve Resolution No. 2022-052; seconded by Lori Blong.

DRAFT

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

8. 045-2022 – MOTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A RIGHT-OF-WAY DEDICATION OUT OF SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, AND SECTION 6, BLOCK 38, T-1-S, W. M. BRECKON SURVEY, MARTIN COUNTY, TEXAS, FROM JONES BROS. DIRT & PAVING CONTRACTORS, INC. ("JONES BROS.") FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, DRAINAGE AND PUBLIC UTILITY PURPOSES, OR FOR ANY OTHER ANCILLARY PUBLIC USE AS USUAL AND CUSTOMARY IN CONNECTION THEREWITH, WHICH SHALL SUPERSEDE THE RIGHT-OF-WAY DEDICATION GRANTED BY JONES BROS. TO THE CITY IN THAT CERTAIN INSTRUMENT DATED OCTOBER 22, 2015; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT THE RIGHT-OF-WAY DEDICATION (DISTRICT 1) (ENGINEERING SERVICES)

Jack Ladd moved to approve Motion No. 045-2022; seconded by Lori Blong.

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

SECOND READINGS

10. 10297 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.41-ACRE TRACT OF LAND OUT OF LOT 3, ASHLIN PLACE, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHEAST SIDE OF LIVE OAK DRIVE, APPROXIMATELY 233 FEET SOUTH OF WEST SCHARBAUER DRIVE), BY PERMITTING (1) AN INCREASED MAXIMUM LIVING AREA OF AN ACCESSORY DWELLING UNIT AND (2) 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 3) (DEVELOPMENT SERVICES) (DEFERRED FROM APRIL 12, 2022) (FIRST READING HELD MARCH 22, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10297.

Aaron Marquez, 2 Live Oak, reported he is building a gym in the back yard.

Lori Blong moved to approve the second and final reading of Ordinance No. 10297; seconded by Jack Ladd.

DRAFT

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

11. 10299 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,126-SQUARE FOOT PORTION OF LOT 6, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WEST LOOP 250 NORTH AND HENRY KOONTZ BOULEVARD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, 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 APRIL 12, 2022)

John Norman moved to approve the second and final reading of Ordinance No. 10299; seconded by Dan Corrales.

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

12. 10300 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 1, ROLLING GREEN ACRES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CHUKAR LANE AND EAST BUSINESS INTERSTATE 20); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (COUNCIL DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 12, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10300.

Lori Blong moved to approve the second and final reading of Ordinance No. 10300; seconded by John Norman.

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

DRAFT

NAY: None
ABSTAIN: None
ABSENT: None

13. 10301 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 6, EASTOVER ADDITION, THIRD EXTENSION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH CALHOUN STREET, APPROXIMATELY 112 FEET SOUTH OF 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 APRIL 12, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10301.

John Norman moved to approve the second and final reading of Ordinance No. 10301; seconded by Robin Poole.

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

14. 10302 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 7 THROUGH 9, BLOCK 183, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST DAKOTA AVENUE), 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 2) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 12, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10302.

John Norman moved to approve the second and final reading of Ordinance No. 10302; seconded by Jack Ladd.

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

DRAFT

ABSENT: None

15. 10303 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1 AND THE EAST 6 FEET OF LOT 2, BLOCK 2, SCOTSDALE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF GULF AVENUE AND MIDLAND 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 (COUNCIL DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 12, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10303.

John Norman moved to approve the second and final reading of Ordinance No. 10303; seconded by Lori Blong.

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

16. 10304 – AN ORDINANCE VACATING AND ABANDONING A 0.192-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 11-14, BLOCK 2, 349 RANCH ESTATES, LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH STATE HIGHWAY 349, APPROXIMATELY 245 FEET SOUTH OF WASHITA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,399.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 12, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10304.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10304; seconded by Dan Corrales.

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

PUBLIC HEARINGS

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

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17. HOLD A PUBLIC HEARING TO DISCUSS THE REDISTRICTING OF CITY OF MIDLAND COUNCIL MEMBER DISTRICTS BASED ON 2020 CENSUS DATA, INCLUDING EXAMPLE PLANS AND AMENDMENTS, TO DEVELOP A PLAN FOR FUTURE ADOPTION; AND TO RECEIVE PUBLIC COMMENT WITH REGARD TO THE REDRAWING OF COUNCIL MEMBER DISTRICT BOUNDARIES (DISTRICT: ALL) (CITY MANAGER)

Mayor Payton opened the public hearing at 10:16 a.m.

Syd Faulk reviewed the redistricting information regarding the choice of three plans; A, B and C. This morning is the first redistricting public hearing and the second will be this evening. In May, Council will choose which plan to move forward with.

Kathy Broadrick, who did not provide address, stated she is a citizen of District one. She does not feel like Plan B was well thought out and that in a few years the population will have grown so much in Council Member Dufford's area that it won't be proportionate to the City. Plan C is not as bad but her preference is for plan A.

David Rosen, 5002 James Court, District 1, reported that according to the Census, the population of Midland is minority Anglo. The majority population is no longer Anglo and hasn't been for many years. Mr. Rosen favors plan A as it doesn't dilute the strength of Latino and African American voters, which is a concern that he would like everyone to keep in mind. He would like to see more diversity on the Council by way of more majority populations running for Council. Mr. Rosen feels we are moving in the right direction.

There being no one else wishing to speak, the public hearing was closed at 10:19 a.m.

Public Hearing Only, No Action Taken.

18. 10305 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 THROUGH 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH WEBSTER STREET AND CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10305.

Development Services Director Chuck Harrington reported the request that is being made is with regard to four lots that currently face Cloverdale. They wish to rezone those for townhomes in order to have an affordable housing style for this neighborhood. Staff supports this direction and it meets the comprehensive plan. The two western lots will be turned and will have four townhome lots to face Webster instead of Cloverdale.

Mayor Payton opened the public hearing at 10:23 a.m. There being no one present wishing

DRAFT

to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No.10305; seconded by Lori Blong.

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

19. 10306 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON WEST SIDE OF A STREET, APPROXIMATELY 75 FEET NORTH OF MISSOURI AVENUE), 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 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10306.

Mayor Payton opened the public hearing at 10:24 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10306; seconded by Lori Blong.

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

20. 10307 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,372-SQUARE FOOT PORTION OF LOT 13A, BLOCK 53, ORIGINAL TOWN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAIN STREET AND WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE;

DRAFT

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. 10307.

Mayor Payton opened the public hearing at 10:25 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10307; seconded by John Norman.

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

MISCELLANEOUS

21. 2022-048 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL ELEVEN OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 405 AND 470 FEET NORTH OF GREEN TREE BOULEVARD EXTENSION AND BETWEEN 586 FEET AND 2,800 FEET EAST OF NORTH MIDLAND DRIVE); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES) (DEFERRED FROM APRIL 12, 2022)

Travis Langdon, 500 W. Texas Avenue, spoke with Mr. Gregg after the last Council Meeting. The proposal he asked for was to look into moving the compressor toward the tank battery which is north of the City limits and is not feasible. Another option was to build a wall to the east of the proposed compressor site. They amended their application to include a wall to the south with good sound insulation. Mr. Langdon spoke on the sound issues within their report and stated he researched information from the National Institute of Health (NIH) regarding sound decibels. The complaint was that it could raise the sound decibels to eleven. The NIH says a quite country side is twenty decibels and doesn't address any lower sounds.

Peter Gregg, representing the Evans Family reported a sound wall is being added to the East side. However, due to a lack of response, they know nothing of its details, nor do they know the impact of the sound wall on the property. They don't know what's going to happen to his client's property as Diamondback has chosen to put this compressor on the property line where they intend to put a housing development project. Mr. Gregg reported that the compressor will have a loud drumming sound that residents will hear as long as they live there. They are requesting an accurate sound study and an agreement that the amendment language that speaks to 51 dBA would require Diamondback, upon construction, to be sure that the sound levels will not exceed 51 dBA.

DRAFT

Mr. Gregg was asked if homeowners would be able to hear the pump jack that is already on the property. Mr. Gregg answered absolutely.

Jack Ladd moved to approve Resolution No. 2022-048; seconded by John Norman.

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

22. 2022-049 – RESOLUTION GRANTING A VARIANCE FOR LOTS 7, 8, 9, AND 10, BLOCK 11, MOCKINGBIRD HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOOD DRIVE AND VALWOOD DRIVE), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 320 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS (DISTRICT: 1) (DEVELOPMENT SERVICES) (DEFERRED FROM APRIL 12, 2022)

Mr. Gregg, urged the passage of this request and to grant the variance.

Mr. Langdon objects on the basis it should be 500 feet as a matter of public safety.

Jack Ladd moved to approve Resolution No. 2022-049; seconded by Lori Blong.

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

23. 047-2022 – MOTION GRANTING PRINCE SIGNS, LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 9, BLOCK 2, LONESTAR BUSINESS PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF OCCIDENTAL PARKWAY AND NORTH STATE HIGHWAY 349) (DISTRICT 1) (DEVELOPMENT SERVICES)

Mayor Payton noted that at the request of the applicant, this item was pulled from the agenda. No action was taken.

24. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

Lori Blong moved to appoint James Linderman to the Airport Board; seconded by Robin Poole.

The motion passed by the following vote:

DRAFT

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

25. 048-2022 – RECESS AND RECONVENE AT 6:00 P.M. TO HOLD A PUBLIC HEARING TO DISCUSS THE REDISTRICTING OF CITY OF MIDLAND COUNCIL MEMBER DISTRICTS BASED ON 2020 CENSUS DATA, INCLUDING EXAMPLE PLANS AND AMENDMENTS, TO DEVELOP A PLAN FOR THE FUTURE ADOPTION; AND TO RECEIVE PUBLIC COMMENT WITH REGARD TO THE REDRAWING OF COUNCIL MEMBER DISTRICT BOUNDARIES (DISTRICT: ALL) (CITY MANAGER)

Mayor Payton reconvened the meeting and opened the public hearing at 6:01 p.m. with the following members present; Corrales, Ladd, Payton and Poole. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC COMMENT

26. 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.)

There were no citizens present wishing to speak.

EXECUTIVE SESSION

Mayor Payton recessed the meeting at 10:43 a.m. to executive session.

27. 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 551.072, Deliberation Regarding Real Property
a.1. Discuss the purchase, exchange, lease or value of real property

b. Section 551.074, Personnel Matters
b.1. Deliberate the duties of the City Manager

Mayor Payton recessed the meeting at 11:47 a.m. noting the meeting will be reconvened at 6:00 p.m. to hear agenda item 25.

All the business at hand having been completed, the meeting adjourned at 6:05 p.m.

PASSED AND APPROVED May 10, 2022.

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Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A SERVICE CONTRACT FOR DRY CLEANING AND LAUNDRY SERVICES TO POC2, LLC, DBA PRISTINE ORGANIC CLEANERS 2 AT A PROJECTED ANNUAL COST OF $292,490.00 (GENERAL SERVICES)

Purpose:

Resolution awarding of an annual service contract for dry cleaning and laundry services for Police, Fire, Municipal Court, Transportation, Garage, Vehicle Services and Water & Wastewater Departments.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY 2022 General, Garage and Water & Sewer operating budget.

Discussion:

The City of Midland provides dry cleaning and laundry services for the Police, Fire, Municipal Court, Transportation, Garage, Vehicle Services and Water & Wastewater Departments. This dry cleaning and laundry service contract has a duration of one (1) year with four (4) possible renewals in one (1) year increments. This request for bid was issued to eight (8) vendors. We received three (3) bids. POC2, LLC dba Pristine Organic Cleaners 2 was the low bidder. Staff recommends awarding the contract to the low bidder, POC2, LLC dba Pristine Organic Cleaners 2 of Midland, Texas.

Therefore, please consider a resolution awarding an annual service contract for dry cleaning services with POC2, LLC dba Pristine Organic Cleaners 2 of Midland, TX for an estimated one (1) year cost of $292,490.00.

Tina Jaug

City Manager's Office

RESOLUTION NO.

RESOLUTION AWARDING A SERVICE CONTRACT FOR DRY CLEANING AND LAUNDRY SERVICES TO POC2, LLC, DBA PRISTINE ORGANIC CLEANERS 2 AT A PROJECTED ANNUAL COST OF $292,490.00

WHEREAS, the City of Midland advertised plans and specifications for dry cleaning and laundry services; and

WHEREAS, Bid No. 22001935 was opened on April 20, 2022, with the lowest and most responsible bid being submitted by POC2, LLC, dba Pristine Organic Cleaners 2, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to execute a service contract with POC2, LLC, dba Pristine Organic Cleaners 2 for said services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a service contract with POC2, LLC, dba Pristine Organic Cleaners 2 for said services for a projected annual cost of $292,490.00. Said contract being attached hereto as Exhibit B and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay POC2, LLC, dba Pristine Organic Cleaners 2 pursuant to the terms of said contract from funds available in the FY22 General, Garage and Water & Sewer 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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\2022\Contracts\Award Dry Cleaning Services.wpd

City of Midland - Bid Tabulation

BID # 22001935 **Dry Cleaning Services** **OPENED April 20, 2022**			Midland Cleaning LLC 4218 W Wadley Ave Midland, TX 79707 432-699-3200 midland.dcsc@gmail.com		Comet Cleaners 4711 Briarwood Midland, TX 79707 432-557-3419 burtafisher@gmail.com		POC2, LLC dba Pristine Organic Cleaners 2 6 Desta Dr # 100 Midland, TX 79705 432-210-0044 info@pristineorganiccleaners.com	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
		Exhibit A1						
		Midland Police Department & Municipal Court: Men & Women						
1	7000	Uniform Shirts	$2.74	$19,180.00	$5.00	$35,000.00	$1.00	$7,000.00
2	5000	Uniform Pants (100% Polyester & Poly/Wool Blends)	$3.28	$16,400.00	$5.00	$25,000.00	$1.00	$5,000.00
3	600	Uniform "Cargo" Pants (65/35 Poly/Cotton – Laundered)	$3.28	$1,968.00	$5.00	$3,000.00	$9.00	$5,400.00
4	600	SWAT Shirts (BDU Shirts, ie: camos, blacks, navy blues)	$2.74	$1,644.00	$5.00	$3,000.00	$9.00	$5,400.00
9	250	SWAT Pants (BDU Pants, ie: camos, blacks, navy blues)	$3.28	$820.00	$5.00	$1,250.00	$9.00	$2,250.00
6	25	SWAT Field Jackets	$7.67	$191.75	$5.00	$125.00	$10.00	$250.00
7	150	Winter Jackets and Coats	$7.67	$1,150.50	$5.00	$750.00	$1.00	$150.00
8	50	Wind Breakers (embroidered or silkscreened)	$7.67	$383.50	$5.00	$250.00	$1.00	$50.00
9	60	Ties	$1.52	$91.20	$5.00	$300.00	$1.00	$60.00
10	25	Parade Attire (white gloves, ascots, braids)	$4.38	$109.50	$5.00	$125.00	$2.00	$50.00
11	5	Police Cap Tops	$3.28	$16.40	$5.00	$25.00	$5.00	$25.00
12	75	Uniform "Cargo" Shorts (also includes bike shorts)	$3.28	$246.00	$5.00	$375.00	$1.00	$75.00
13	50	Polo Style Uniform Shirts	$3.28	$164.00	$5.00	$250.00	$9.00	$450.00
14	75	T-Shirts (w/printed POLICE logos)	$3.28	$246.00	$5.00	$375.00	$9.00	$675.00
15	5	Table Cloths	$10.96	$54.80	$5.00	$25.00	$5.00	$25.00
16	6	Judges Robes (Dry Clean)	$8.76	$52.56	$5.00	$30.00	$10.00	$60.00
		Plainclothes: Men & Women						
17	75	2 Pc. Suits	$10.96	$822.00	$5.00	$375.00	$10.00	$750.00
18	1250	Dress Slacks (Dockers, etc.)	$4.38	$5,475.00	$5.00	$6,250.00	$6.00	$7,500.00
19	1750	Dress Shirts/Blouses	$4.38	$7,665.00	$5.00	$8,750.00	$7.00	$12,250.00
20	25	Ladies 2 pc. Pants Suits	$10.96	$274.00	$5.00	$125.00	$10.00	$250.00
21	900	Jeans (Wrangler "colored" dress jeans & reg. Denim)	$3.83	$3,447.00	$5.00	$4,500.00	$5.00	$4,500.00
22	15	Dress Coats	$8.76	$131.40	$5.00	$75.00	$10.00	$150.00
23	20	Ladies Skirts	$4.38	$87.60	$5.00	$100.00	$1.00	$20.00
24	15	Ladies Dresses	$7.67	$115.05	$5.00	$75.00	$5.00	$75.00
		TOTAL COST FOR MPD & COURT		**$60,735.26**		**$90,130.00**		**$52,415.00**
		FIRE DEPARTMENT: Dry Cleaning						
25	50	Uniform Pants (100% Polyester), Slacks, Trousers, EMS Pants	$3.28	$164.00	$5.00	$250.00	$1.00	$50.00
26	50	Dress Uniform Coats	$8.76	$438.00	$5.00	$250.00	$1.00	$50.00
27	25	Ties	$1.52	$38.00	$5.00	$125.00	$1.00	$25.00
		TOTAL COST FOR MFD		**$640.00**		**$625.00**		**$125.00**
		Name of Insurance Company:	Hartford Insurance/ Nationwide		Nationwide		Farmers	
		Tyoe of Coverage Carried:	CGL/ Auto/ Workers Comp/ Employers Liability				Commercial General Liability/Workers Comp	
		Amount of Insurance Carried:	$1,000,000/$250,000/$500,000 stat min/ $500,000		$1,000,000.00		$1,000,000 per occurance/ $2,000,000 Aggregate	
		Address of the Night Drop Location:	4218 W Wadley		NA		317 N Loop 250 W Ste 3	
		Addresses of alternate Drops:	4218 W Wadley		2106 Belmont		6 Desta Dr	
					2100 Midland Dr		306 W Wall St	

					3108 Cuthbert				
					417 Wadley				
					4212 Wadley				
					4711 Briarwood				
					5700 Deauville				
		Maximum number of garments placed in a single garment bag:	4		4		5		
		Exhibit A2							
		Water and Wastewater, Garage, and Transportation: Men & Women							
		Water and Wastewater:							
28	12000	Uniform Shirts	$2.74	$32,880.00	$5.00	$60,000.00	$7.00	$84,000.00	
29	12000	Uniform Pants	$3.28	$39,360.00	$5.00	$60,000.00	$0.50	$6,000.00	
30	12000	Jeans	$3.83	$45,960.00	$5.00	$60,000.00	$4.00	$48,000.00	
31	100	Coveralls	$7.67	$767.00	$5.00	$500.00	$1.00	$100.00	
		TOTAL COST FOR WATER & WASTEWATER		**$118,967.00**		**$180,500.00**		**$138,100.00**	
		Garage:							
32	4160	Uniform Shirts	$2.74	$11,398.40	$5.00	$20,800.00	$10.00	$41,600.00	
33	2100	Uniform Pants	$3.28	$6,888.00	$5.00	$10,500.00	$10.00	$21,000.00	
34	4200	Jeans	$3.83	$16,086.00	$5.00	$21,000.00	$1.00	$4,200.00	
35	100	Coveralls	$8.76	$876.00	$5.00	$500.00	$0.50	$50.00	
36	100	Jackets	$7.67	$767.00	$5.00	$500.00	$0.50	$50.00	
37	100	Sweaters	$5.47	$547.00	$5.00	$500.00	$0.50	$50.00	
		TOTAL COST FOR GARAGE		**$36,562.40**		**$53,800.00**		**$66,950.00**	
		Transportation:							
38	18000	Uniform Shirts	$2.74	$49,320.00	$5.00	$90,000.00	$0.50	$9,000.00	
39	10000	Uniform Pants	$3.28	$32,800.00	$5.00	$50,000.00	$0.50	$5,000.00	
40	5000	Denim Jeans	$3.83	$19,150.00	$5.00	$25,000.00	$0.50	$2,500.00	
41	100	Coveralls	$7.67	$767.00	$5.00	$500.00	$1.00	$100.00	
		TOTAL COST FOR TRANSPORTATION		**$102,037.00**		**$165,500.00**		**$16,600.00**	
		Vehicle Services:							
42	5000	Uniform Shirts	$2.74	$13,700.00	$5.00	$25,000.00	$1.00	$5,000.00	
43	1000	Uniforms Pants	$3.28	$3,280.00	$5.00	$5,000.00	$10.00	$10,000.00	
44	3000	Denim Jeans	$3.83	$11,490.00	$5.00	$15,000.00	$1.00	$3,000.00	
45	100	Coveralls	$7.67	$767.00	$5.00	$500.00	$1.00	$100.00	
46	100	Sweaters	$5.47	$547.00	$5.00	$500.00	$1.00	$100.00	
47	100	Jackets	$7.67	$767.00	$5.00	$500.00	$1.00	$100.00	
		TOTAL COST FOR VEHICLE SERVICES		**$30,551.00**		**$46,500.00**		**$18,300.00**	
		Name of Insurance Company:			Nationwide		Farmers		
		Tyoe of Coverage Carried:	CGL/ Auto/ Workers Comp/ Employers Liability				Commercial General Liability/Workers Comp		
		Amount of Insurance Carried:	$1,000,000/ $250,000/$500,000 stat min/ $500,000		$1,000,000.00		$1,000,000 per occurance/ $2,000,000 Aggregate		
		Address of the Night Drop Location:	4218 W Wadley		NA		1307 N Loop 250 W #10B		
		Addresses of alternate Drops:	4218 W Wadley		2106 Belmont		6 Desta Dr		
					2100 Midland Dr		306 W Wall St		
					3108 Cuthbert				
					417 Wadley				
					4212 Wadley				
					4711 Briarwood				
					5700 Deauville				
		Maximum number of garments placed in a single garment bag:	4		4		5		
		Discount:							

		Delivery Can be made:						
		QUANTITY IS FOR ONE YEAR - ESTIMATED QUANTITIES						
TOTAL PROPOSAL								
			$349,492.66		**$537,055.00**		**$292,490.00**	

Bidding Summary:

8 Bid requests were issued.

3 Bids listed above

0 NO BIDS were received.

5 Bidders did not respond.

CITY OF MIDLAND
SERVICE CONTRACT
#22001935 Dry Cleaning

THIS CONTRACT, effective this 11 day of May 2022 by and between the City of Midland, hereinafter referred to as the "CITY" and POC2, LLC dba Pristine Organic Cleaners 2, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $ 292,490.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. 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 and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> 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, IT'S 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 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. 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 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. 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 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The Initial term of this Contract shall be one (1) year. 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. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. POC2, LLC dba Pristine Organic Cleaners 2
6 Desta Dr. #100
Midland, TX 79705

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. 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.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **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.

18. 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.

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.

20. **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.

21. **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.

22. **ASSIGNMENTS:** 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 consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **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.

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.

25. **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.

26. **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.

27. **CONIDERATION:** 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 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.

29. **INSURANCE**

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

State of Texas:

Commercial General Liability (including Contractual liability):

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

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

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

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's 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 CITY of Midland and policies that name 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.

30. **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.

31. 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.

32. **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.

33. **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.

34. **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.

35. 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

_____
Amy M. Turner, 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 _____, 2022 personally appeared, _____ , an officer of POC2, LLC dba Prisitine Organic Cleaners 2, 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 _____, 2022.

_____

Notary Public, State of _____

Exhibit 'A'

CITY OF MIDLAND

PURCHASING DIVISION

BID REQUEST

DATE: March 21, 2022

PAGE: 1

(THIS IS NOT AN ORDER) **BID NO: 22001935**

OPENING TIME: 2:00 PM **CLOSING DATE: April 20, 2022**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N Loraine St., Suite 330, Midland, TX 79702 UNTIL 2:00 P.M. on April 20, 2022 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Municipal Court, Police, Fire, Garage, Water & Waste Water, Transportation, and Vehicle Services.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Dry Cleaning, Pressing and Laundry Service for various departments for the City of Midland in accordance with the attached specifications, bid detail sheet and agreement. Estimated for a one (1) year period.		
				TOTAL	$292,490.00

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.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
7. **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.

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: POC 2, LLC
ADDRESS 6 DESTA DR., #100
CITY MIDLAND ST TX ZIP 79705
PHONE NO. 432 210 0044 FAX NO. _____
EMAIL: INFO@PRISTINEORGANICCLEANERS.COM

CASH DISCOUNT: 0 % 0 DAYS
DELIVERY CAN BE MADE YES
AUTHORIZED SIGNATURE Michelle Carrasco

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

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

OR

Physical Address:

The Office of the Purchasing Manager
City of Midland
300 N. Loraine, Suite 220
Midland, TX 79701

Vendor Name: POC 2, LLC

MIDLAND
Purchasing Division

Detail Sheet

For

Dry Cleaning & Laundry

(Exhibit A1)

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	Midland Police Department & Municipal Court: Men & Women			
1	Uniform Shirts	7000	$ 1	$ 7,000.00
2	Uniform Pants (100% Polyester & Poly/Wool Blends)	5000	$ 1	$ 5,000.00
3	Uniform "Cargo" Pants (65/35 Poly/Cotton – Laundered)	600	$ 9	$ 5,400.00
4	SWAT Shirts (BDU Shirts, ie: camos, blacks, navy blues)	600	$ 9	$ 5,400.00
5	SWAT Pants (BDU Pants, ie: camos, blacks, navy blues)	250	$ 9	$ 2,250.00
6	SWAT Field Jackets	25	$ 10	$ 250.00
7	Winter Jackets and Coats	150	$ 1	$ 150.00
8	Wind Breakers (embroidered or silkscreened)	50	$ 1	$ 50.00
9	Ties	60	$ 1	$ 60.00
10	Parade Attire (white gloves, ascots, braids)	25	$ 2	$ 50.00
11	Police Cap Tops	5	$ 5	$ 25.00
12	Uniform "Cargo" Shorts (also includes bike shorts)	75	$ 1	$ 75.00
13	Polo Style Uniform Shirts	50	$ 9	$ 450.00
14	T-Shirts (w/printed POLICE logos)	75	$ 9	$ 675.00
15	Table Cloths	5	$ 5	$ 25.00
16	Judges Robes (Dry Clean)	6	$ 10	$ 60.00
	Plainclothes: Men & Women			
17	2 Pc. Suits	75	$ 10	$ 750.00
18	Dress Slacks (Dockers, etc.)	1250	$ 6	$ 7500.00
19	Dress Shirts/Blouses	1750	$ 7	$ 12250.00
20	Ladies 2 pc. Pants Suits	25	$ 10	$ 250.00
21	Jeans (Wrangler "colored" dress jeans & reg. Denim)	900	$ 5	$ 4500.00
22	Dress Coats	15	$ 10	$ 150.00
23	Ladies Skirts	20	$ 1	$ 20.00
24	Ladies Dresses	15	$ 5	$ 75.00
	TOTAL COST FOR MPD & COURT			$ 52,415.00

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	FIRE DEPARTMENT: Dry Cleaning			
25	Uniform Pants (100% Polyester), Slacks, Trousers, EMS Pants	50	$ 1	$ 50.00
26	Dress Uniform Coats	50	$ 1	$ 50.00
27	Ties	25	$ 1	$ 25.00
	TOTAL COST FOR MFD			$ 125.00
	Quantity is for one year – Estimated Quantities			
			GRAND TOTAL COST:	$ 52,540.00

NOTE: No 100% Silk, Leather, Fur, Fleece or other exotic materials will be submitted for cleaning nor should be accepted by the contractor according to this contract. Any special requests will be the responsibility of the employee unless otherwise specified. If the contractor chooses to clean these items it is her/her responsibility to collect the fees for such from the individual employee.

Name of Insurance Company: FARMERS
Type of Coverage Carried: COMMERCIAL GENERAL LIABILITY, AUTO, WORKERS COMP
Amount of Insurance Carried: $1,000,000 PER OCCURANCE / $2,000,000 AGGREGATE
Address of the Night Drop Location: 1307 N. LOOP 250 W, #108, MIDLAND, TX 79706
Addresses of alternate drop locations for daytime drops and pick-ups:
6 DESTA DR., MIDLAND, TX 79705 – DRIVE THROUGH LOCATION
306 WEST WALL ST, MIDLAND, TX 79701

Maximum number of garments that will be placed in a single garment bag: 5

This detail sheet must be completed and submitted with the bid for the bid to be considered

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.

4/19/22 Delivery Date	INFO@PRISTINEORGANICCLEANERS.COM E-mail Address
POC 2, LLC Company Name	4/19/22 Date
Michelle Carrasco Authorized Signature	432 210 0044 Phone
MICHELLE CARRASCO Print Above Name	N/A Fax

Vendor Name: POC2, LLC

MIDLAND
Purchasing Division

Detail Sheet
For
Dry Cleaning & Laundry
(Exhibit A2)

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	Water and Wastewater, Garage, and Transportation: Men & Women			
	Water and Wastewater:			
1	Uniform Shirts	12000	$ 7	$ 84000.00
2	Uniform Pants	12000	$ 0.50	$ 6000.00
3	Jeans	12000	$ 4	$ 48000.00
4	Coveralls	100	$ 1	$ 100.00
	TOTAL COST FOR WATER & WASTEWATER			$ 138,100.00
	Garage:			
4	Uniform Shirts	4160	$ 10	$ 41600.00
5	Uniform Pants	2100	$ 10	$ 21000.00
6	Jeans	4200	$ 1	$ 4200.00
7	Coveralls	100	$ 0.50	$ 50.00
8	Jackets	100	$ 0.50	$ 50.00
9	Sweaters	100	$ 0.50	$ 50.00
	TOTAL COST FOR GARAGE			$ 66,950.00
	Transportation:			
10	Uniform Shirts	18000	$ 0.50	$ 9000.00
11	Uniform Pants	10000	$ 0.50	$ 5000.00
12	Denim Jeans	5000	$ 0.50	$ 2500.00
13	Coveralls	100	$ 1	$ 100.00
	TOTAL COST FOR TRANSPORTATION			$ 16,600.00
	Vehicle Services:			
14	Uniform Shirts	5000	$ 1	$ 5000.00
15	Uniform Pants	1000	$ 10	$ 10000.00
16	Denim Jeans	3000	$ 1	$ 3000.00
17	Coveralls	100	$ 1	$ 100.00
18	Sweaters	100	$ 1	$ 100.00

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
19	Jackets	100	$ 1	$ 100.00
	TOTAL COST FOR VERHICLE SERVICES			$ 18,300.00
	Quantity is for one year – ESTIMATED quantities			
	GRAND TOTAL COST:			$ 239950.00

NOTE: No 100% Silk, Leather, Fur, Fleece or other exotic materials will be submitted for cleaning nor should be accepted by the contractor according to this contract. Any special requests will be the responsibility of the employee unless otherwise specified. If the contractor chooses to clean these items it is her/her responsibility to collect the fees for such from the individual employee.

Name of Insurance Company: FARMERS
Type of Coverage Carried: COMMERCIAL GENERAL LIABILITY, AUTO, WORKERS COMP
Amount of Insurance Carried: $1,000,000 PER OCCURANCE / $2,000,000 AGGREGATE
Address of the Night Drop Location: 1307 N. LOOP 250 W, #108, MIDLAND, TX 79706
Addresses of alternate drop locations for daytime drops and pick-ups:
6 DESTA DR., MIDLAND, TX 79705 - DRIVE THROUGH LOCATION
306 WEST WALL ST, MIDLAND, TX 79701

Maximum number of garments that will be placed in a single garment bag: 5

This detail sheet must be completed and submitted with the bid for the bid to be considered

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.

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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.

4/19/22 Delivery Date	INFO@PRISTINEORGANICCLEANERS.COM E-mail Address
POC2, LLC Company Name	4/19/22 Date
Michelle Carrasco Authorized Signature	432 210 0044 Phone
MICHELLE CARRASCO Print Above Name	N/A Fax

CITY OF MIDLAND
SPECIFICATION
22001935
Laundry & Dry Cleaning for
Police & Fire Departments
And, Municipal Court
Exhibit "B1"

1. SCOPE:
Dry cleaning, pressing and laundry service for the Midland Municipal Court, Police and Fire Departments will be provided in accordance with these specifications and the attached "Dry Cleaning and Laundry Service Agreement".

2. INTENT:
The City intends to contract the services herein for a two-year period with a possibility of two additional one-year extension. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning and/or laundry.

3. 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
PO BOX 1152
Midland, TX 79702
All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.

4. DEFINITIONS
4.1. UNIFORMSHIRTS:
Dark Navy or Light Blue or White long sleeve and short sleeve shirts with shoulder patches. These shirts can have the following fabric contents: Poly/cotton blend, Poly/wool blend, Dacron/Polyester or 100% polyester.
4.2. UNIFORMPANTS:
Dark Navy pants with or without striping. These pants can have the following fabric contents: 100% Polyester, Poly/wool or Poly/cotton blends.
4.3. UNIFORM "CARGO" PANTS:
Dark Navy pants with cargo pockets on sides of pants just above the knee. Fabric content: Poly/cotton blend. These pants should be laundered and starched, NOT DRY CLEANED.

4.4. SWAT SHIRTS:
Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These shirts can have the following fabric contents: poly/cotton, cotton ripstop.

4.5. SWATPANTS:
Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These pants can have the following fabric contents: poly/cotton, cotton ripstop.

4.6. SWAT FIELDJACKETS:
Black, Navy or Urban camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style which includes (4) bellowed pockets on the front of the jacket. These jackets can have the following fabric contents: poly/cotton, cotton ripstop.

4.7. \VINTER JACKETS/ COATS:
Dark Navy in color. These jackets will have department shoulder patches and the manufacturer will be Blauer, Inc. or Fechheimer for the Police Dept. The Fire Dept has various brands of winter jackets/coats. These jackets/coats will have detachable fur collars and removable liners. These jackets have the following fabric contents: 100% nylon outer shell with removable "thinsulate" liner.

4.8. WINDBREAKERS (embroidered or silk screened for Police):
Dark Navy in color. These jackets will have snap closures in front and will be either embroidered or silk screened with department insignia on sleeves, back and front sides of the jacket. These jackets will also either be lined or unlined. The fabric content can be 100% polyester.

4.9. WINDBREAKERS (silk screened for Fire Department):
Dark Navy with "Fire Dept." screen printed on the backside of the jacket. These will need to be laundered not dry cleaned. The fabric content contains the following: 100% nylon.

4.10. TIES:
Dark Navy in color, or multi colored/multi patterned for "plain clothes" officers. These ties may either be regular or clip on styles. Fabric Contents can consist of 100% polyester.

4.11. PARADE ATTIRE:
These items are used for the Honor Guard. They consist of white cotton or polyester gloves, nylon white braids, cotton or polyester white ascots.

4.12. POLICE CAPTOPS:
Dark Navy or White police cap tops can consist of 100% polyester or 100% wool blends.

4.13. UNIFORM "CARGO" SHORTS:
Dark Navy in color. The fabric consists of the following: Poly/cotton blend.

4.14. BIKE SHORTS:
Dark Navy shorts. These shorts have a 100% nylon outer shell with lycra spandex inner short with built-in padding.

4.15. POLO STYLE UNIFORM SHIRTS:

These shirts will be of various colors, have department insignia embroidered on them and of

"pull over" style. These shirts will also include "dress" polo style shirts for "plain clothes" officers. (Sometimes referred to as golf shirts.)

4.16. T-SHIRTS:
These shirts will be of poly/cotton blend or 100% cotton and have department insignia silk-screened on front and/or back of the shirts.
4.17. 2 PC. SUITS:
These shall consist of a matching men's or ladies dress jacket and dress slacks.
4.18. TABLECLOTHS:
These are of various colors and consist of cotton/polyester blends.
4.19. SUIT JACKETS:
These include sport jackets, dress suit jackets, dress western style jackets and blazers. Fabric contents can include wool blends, cotton/poly blends, polyester, etc. No leather jackets or jackets with leather elbow patches will be accepted.
4.20. DRESS SLACKS:
These shall include dress slacks, Levi's Dockers or similar style pants.
4.21. JEANS:
These shall include Wrangler or other brand name denim jeans in either denim blue or other various colors. Western style in nature. These shall also include ladies Roper brand, Silverlake brand, Rockies brand, etc. The fabric content can contain 100% cotton.
4.22. DRESS SHIRTS/BLOUSES:
These shall include all men's and ladies dress style shirts and blouses of various colors and styles. The fabric contents can include: Cotton, cotton/poly blends, rayon, Dacron blends, etc. All 100% silk, leather, fur or fleece is unacceptable.
4.23. LADIES SKIRTS:
These include several different styles and fabric contents.
4.24. DRESS COATS/JACKETS:
These include heavy winter type jackets for wear with plain clothes. The fabric contents are various.
4.25. LADIES DRESSES:
These shall consist of either one or two piece dresses. No 100% silk items should be accepted.
4.26. EMS PANTS:
These pants are dark navy or black. The fabric contents can include: poly/cotton or cotton.

4.27. HOODS:

These hoods are Nomex or PBI fabric. These will need to be laundered not dry cleaned.
4.28. UNIFORM SHORTS:
These shorts are dark navy or black. The fabric contents can include poly/cotton or cotton.

5. REQUIREMENTS
5.1. INSURANCE:
The successful bidder shall have insurance to cover all articles in their possession at all times (See Contract Minimum). Bidder to furnish the following information:
5.1.1. NAME OF INSURANCE COMPANY

5.1.2. TYPE OF COVERAGE CARRIED
5.1.3. AMOUNT OF INSURANCE CARRIED
Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.
5.2. QUANTITIES:
All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.
5.3. CONTRACT PERIOD:
Bids are requested to cover two years dry cleaning and pressing and laundry service.
5.4. GARMENTS:
Bids are requested for dry cleaning and pressing and laundry service for items as shown on the attached detail sheet, EXHIBIT A.
5.5. COSTS:
The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.
5.6. REPAIRS:
5.6.1. MINOR REPAIRS:
The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:
rips and tears less than 6".
worn spots.
loose or open seams.
& lost OR broken buttons.

NOTE: **Repairs of any other description shall not be considered a minor repair, and are beyond the scope of this agreement and shall have prior approval of charges by the designated representative before any work is performed.**
5.7. SERVICE:
5.7.1. TURNAROUND:
The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.
5.7.2. NIGHT DEPOSITORY:
Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Police and Fire personnel is mandatory.
5.7.3. MULTIPLE STORES/DROPS:
5.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning/laundry, all the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.
5.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop tickets.
5.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.
5.7.4. PERSONNEL & EQUIPMENT:
All bidders shall have enough employees and equipment (not coin operated machines) to do professional work, this includes starching uniform shirts, repairs and etc. Any portion of work that will be sub-contracted shall be noted in the bid. The City reserves the right to approve sub-contractors. Sub-contractors shall supply the City with the same insurance coverages and endorsed as required by the Agreement and specifications herein.

5.7.4.1. If, under *extraordinary circumstances,* clothing has to be cleaned at another location, the clothes shall not be left unattended.

5.7.5. JACKETS:
5.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.
5.7.5.2. These liners are zipped and buttoned-in for easy removal.
5.7.5.3. Bidders should note that these liners must be removed before dry cleaning.
5.7.6. PACKAGING:
Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger. However, more than one article, as may be practical, may be placed in a plastic garment

• ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.
• ALL PANTS SHALL BE DELIVERED ON HANGERSWITH CARDBOARD SLEEVES.

5.7.7. DOCUMENTATION:
The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each employee.

6. QUALITY ASSURANCE:

6.1. Odors:
6.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.
6.1.2. Laundered articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.
6.1.3. Any article received without necessary repairs being made shall be rejected and returned for
repair. If repairs necessitate re-laundering, dry cleaning or pressing, it shall be performed at no additional charge.
6.2. Continued complaints of the above shall be cause for termination of this agreement.
NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.

7. AWARD

7.1. The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.

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.

4/19/22 Delivery Date	INFO@PRISTINEORGANICCLEANERS.COM E-mail Address
POC2, LLC Company Name	4/19/22 Date
Michelle Carrasco Authorized Signature	432 210 0044 Phone
MICHELLE CARRASCO Print Above Name	N/A Fax

CITY OF MIDLAND
SPECIFICATION
22001935

Laundry & Dry Cleaning for the Water & Wastewater Division, the Garage Division, and the Transportation Division

Exhibit "B2"

1. SCOPE:
Dry cleaning for the Water & Wastewater Division and the Garage Division will be provided in accordance with these specifications and the attached "Dry Cleaning Service Agreement".

2. INTENT:
The City intends to contract the services herein for a two-year period with a possibility of two additional one-year extensions. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning.

3. 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 EMAIL: purchasing@midlandtexas.gov
Midland, TX 79702
All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.
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.

4. REQUIREMENTS:
4.1. INSURANCE:
The successful bidder shall have insurance to cover all articles in their possession always (See Contract Minimum). Bidder to furnish the following information:

4.1.1 NAME OF INSURANCE COMPANY
4.1.2 TYPE OF COVERAGE CARRIED
4.1.3 AMOUNT OF INSURANCE CARRIED

Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.

4.2. QUANTITIES:

All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.

4.3. CONTRACT PERIOD:

Bids are requested to cover two years dry cleaning service only.

4.4. GARMENTS:

Bids are requested for dry cleaning service for items as shown on the attached detail sheet, EXHIBIT A.

4.5. COSTS:

The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.

4.6. REPAIRS:

4.6.1 MINOR REPAIRS:

The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:

- rips and tears less than 6".
- worn spots.
- loose or open seams.
- lost OR broken buttons.

NOTE: **Repairs of any other description shall not be considered a minor repair and is beyond the scope of this agreement and have prior approval of charges by the designated representative before any work is performed.**

4.7 SERVICE:

4.7.1 TURNAROUND:

The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.

4.7.2 NIGHT DEPOSITORY:

Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Water & Wastewater personnel is mandatory.

4.7.3. MULTIPLE STORES/DROPS:

4.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning, all of the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.

4.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop ticket.

4.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.

4.7.4. PERSONNEL & EQUIPMENT:

All bidders shall have sufficient employees and equipment (not coin operated machines) to do professional work; this includes starching uniform shirts, repairs and etc.

4.7.4.1. If under *extraordinary circumstances,* clothing has to be cleaned at another location, the clothes shall not be left unattended.

4.7.5. JACKETS:

4.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.

4.7.5.2. These liners are zipped and buttoned-in for easy removal.

4.7.5.3. Bidders should note that these liners must be removed before dry cleaning.

4.8 PACKAGING:

4.8.1. Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger.

4.8.1.1. However, more than one article, as may be practical, may be placed in a plastic garment protector bag.

4.8.1.2. ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.

4.9 DOCUMENTATION:

The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each bundle per employee.

5. QUALITY ASSURANCE:

5.1. CLEANING FLUIDS:

5.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.

5.2. CLEANED ARTICLES SHALL BE RENDERED BACTERIA FREE

5.3. ODORS:

5.3.1. Cleaned articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.

5.4. UNNECESSARY REPAIRS:

5.4.1. Any article received without necessary repairs being made shall be rejected and returned for repair. If repairs necessitate dry cleaning, it shall be performed at no additional charge.

5.5. UNRESOLVED PROBLEMS & COMPLAINTS:

5.5.1. Continued complaints of the above shall be cause for termination of this agreement.

6. AWARD:

The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.

NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.

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: _____

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: _____

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.**

POC 2, 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.**

Jesus Danie Corrales

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.**

MICHELLE CARRASCO, THE OWNER OF POC2, LLC, IS THE SPOUSE OF JESUS DANIE CORRALES

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

Michelle Carrasco

Signature of vendor doing business with the governmental entity

4/19/22

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.

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 proposal 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, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. 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.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. 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.

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 contract 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 or policy aggregate, including completed operations, and shall be on an occurrence basis.

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

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

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

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller 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).

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. ATTORNEY FEES - 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.

CITY OF MIDLAND
SERVICE CONTRACT
#22001935 Dry Cleaning

THIS CONTRACT, effective this 11 day of May 2022 by and between the City of Midland, hereinafter referred to as the "CITY" and POC2, LLC dba Pristine Organic Cleaners 2, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $ 292,490.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. 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 and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> 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, IT'S 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 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. 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 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. 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 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The Initial term of this Contract shall be one (1) year. 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. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. POC2, LLC dba Pristine Organic Cleaners 2
6 Desta Dr. #100
Midland, TX 79705

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. 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.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **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.

18. 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.

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.

20. **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.

21. **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.

22. **ASSIGNMENTS:** 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 consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **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.

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.

25. **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.

26. **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.

27. **CONIDERATION:** 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 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.

29. **INSURANCE**

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

State of Texas:

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

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

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

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's 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 CITY of Midland and policies that name 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.

30. **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.

31. 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.

32. **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.

33. **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.

34. **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.

35. 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

_____
Amy M. Turner, 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 _____, 2022 personally appeared, _____ , an officer of POC2, LLC dba Prisitine Organic Cleaners 2, 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 _____, 2022.

_____

Notary Public, State of _____

Exhibit 'A'

CITY OF MIDLAND

PURCHASING DIVISION

BID REQUEST

DATE: March 21, 2022

PAGE: 1

(THIS IS NOT AN ORDER) **BID NO: 22001935**

OPENING TIME: 2:00 PM **CLOSING DATE: April 20, 2022**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N Loraine St., Suite 330, Midland, TX 79702 UNTIL 2:00 P.M. on April 20, 2022 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Municipal Court, Police, Fire, Garage, Water & Waste Water, Transportation, and Vehicle Services.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Dry Cleaning, Pressing and Laundry Service for various departments for the City of Midland in accordance with the attached specifications, bid detail sheet and agreement. Estimated for a one (1) year period.		
				TOTAL	$292,490.00

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.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
7. **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.

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: POC 2, LLC
ADDRESS 6 DESTA DR., #100
CITY MIDLAND ST TX ZIP 79705
PHONE NO. 432 210 0044 FAX NO. _____
EMAIL: INFO@PRISTINEORGANICCLEANERS.COM

CASH DISCOUNT: 0 % 0 DAYS
DELIVERY CAN BE MADE YES
AUTHORIZED SIGNATURE Michelle Carrasco

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

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

OR

Physical Address:

The Office of the Purchasing Manager
City of Midland
300 N. Loraine, Suite 220
Midland, TX 79701

Vendor Name: POC 2, LLC

MIDLAND
Purchasing Division

Detail Sheet

For

Dry Cleaning & Laundry

(Exhibit A1)

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	Midland Police Department & Municipal Court: Men & Women			
1	Uniform Shirts	7000	$ 1	$ 7,000.00
2	Uniform Pants (100% Polyester & Poly/Wool Blends)	5000	$ 1	$ 5,000.00
3	Uniform "Cargo" Pants (65/35 Poly/Cotton – Laundered)	600	$ 9	$ 5,400.00
4	SWAT Shirts (BDU Shirts, ie: camos, blacks, navy blues)	600	$ 9	$ 5,400.00
5	SWAT Pants (BDU Pants, ie: camos, blacks, navy blues)	250	$ 9	$ 2,250.00
6	SWAT Field Jackets	25	$ 10	$ 250.00
7	Winter Jackets and Coats	150	$ 1	$ 150.00
8	Wind Breakers (embroidered or silkscreened)	50	$ 1	$ 50.00
9	Ties	60	$ 1	$ 60.00
10	Parade Attire (white gloves, ascots, braids)	25	$ 2	$ 50.00
11	Police Cap Tops	5	$ 5	$ 25.00
12	Uniform "Cargo" Shorts (also includes bike shorts)	75	$ 1	$ 75.00
13	Polo Style Uniform Shirts	50	$ 9	$ 450.00
14	T-Shirts (w/printed POLICE logos)	75	$ 9	$ 675.00
15	Table Cloths	5	$ 5	$ 25.00
16	Judges Robes (Dry Clean)	6	$ 10	$ 60.00
	Plainclothes: Men & Women			
17	2 Pc. Suits	75	$ 10	$ 750.00
18	Dress Slacks (Dockers, etc.)	1250	$ 6	$ 7500.00
19	Dress Shirts/Blouses	1750	$ 7	$ 12250.00
20	Ladies 2 pc. Pants Suits	25	$ 10	$ 250.00
21	Jeans (Wrangler "colored" dress jeans & reg. Denim)	900	$ 5	$ 4500.00
22	Dress Coats	15	$ 10	$ 150.00
23	Ladies Skirts	20	$ 1	$ 20.00
24	Ladies Dresses	15	$ 5	$ 75.00
	TOTAL COST FOR MPD & COURT			$ 52,415.00

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	FIRE DEPARTMENT: Dry Cleaning			
25	Uniform Pants (100% Polyester), Slacks, Trousers, EMS Pants	50	$ 1	$ 50.00
26	Dress Uniform Coats	50	$ 1	$ 50.00
27	Ties	25	$ 1	$ 25.00
	TOTAL COST FOR MFD			$ 125.00
	Quantity is for one year – Estimated Quantities			
			GRAND TOTAL COST:	$ 52,540.00

NOTE: No 100% Silk, Leather, Fur, Fleece or other exotic materials will be submitted for cleaning nor should be accepted by the contractor according to this contract. Any special requests will be the responsibility of the employee unless otherwise specified. If the contractor chooses to clean these items it is her/her responsibility to collect the fees for such from the individual employee.

Name of Insurance Company: FARMERS
Type of Coverage Carried: COMMERCIAL GENERAL LIABILITY, AUTO, WORKERS COMP
Amount of Insurance Carried: $1,000,000 PER OCCURANCE / $2,000,000 AGGREGATE
Address of the Night Drop Location: 1307 N. LOOP 250 W, #108, MIDLAND, TX 79706
Addresses of alternate drop locations for daytime drops and pick-ups:
6 DESTA DR., MIDLAND, TX 79705 – DRIVE THROUGH LOCATION
306 WEST WALL ST, MIDLAND, TX 79701

Maximum number of garments that will be placed in a single garment bag: 5

This detail sheet must be completed and submitted with the bid for the bid to be considered

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.**

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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.

4/19/22 Delivery Date	INFO@PRISTINEORGANICCLEANERS.COM E-mail Address
POC 2, LLC Company Name	4/19/22 Date
Michelle Carrasco Authorized Signature	432 210 0044 Phone
MICHELLE CARRASCO Print Above Name	N/A Fax

Vendor Name: POC2, LLC

MIDLAND
Purchasing Division

Detail Sheet
For
Dry Cleaning & Laundry
(Exhibit A2)

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	Water and Wastewater, Garage, and Transportation: Men & Women			
	Water and Wastewater:			
1	Uniform Shirts	12000	$ 7	$ 84000.00
2	Uniform Pants	12000	$ 0.50	$ 6000.00
3	Jeans	12000	$ 4	$ 48000.00
4	Coveralls	100	$ 1	$ 100.00
	TOTAL COST FOR WATER & WASTEWATER			$ 138,100.00
	Garage:			
4	Uniform Shirts	4160	$ 10	$ 41600.00
5	Uniform Pants	2100	$ 10	$ 21000.00
6	Jeans	4200	$ 1	$ 4200.00
7	Coveralls	100	$ 0.50	$ 50.00
8	Jackets	100	$ 0.50	$ 50.00
9	Sweaters	100	$ 0.50	$ 50.00
	TOTAL COST FOR GARAGE			$ 66,950.00
	Transportation:			
10	Uniform Shirts	18000	$ 0.50	$ 9000.00
11	Uniform Pants	10000	$ 0.50	$ 5000.00
12	Denim Jeans	5000	$ 0.50	$ 2500.00
13	Coveralls	100	$ 1	$ 100.00
	TOTAL COST FOR TRANSPORTATION			$ 16,600.00
	Vehicle Services:			
14	Uniform Shirts	5000	$ 1	$ 5000.00
15	Uniform Pants	1000	$ 10	$ 10000.00
16	Denim Jeans	3000	$ 1	$ 3000.00
17	Coveralls	100	$ 1	$ 100.00
18	Sweaters	100	$ 1	$ 100.00

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
19	Jackets	100	$ 1	$ 100.00
	TOTAL COST FOR VERHICLE SERVICES			$ 18,300.00
	Quantity is for one year – ESTIMATED quantities			
	GRAND TOTAL COST:			$ 239950.00

NOTE: No 100% Silk, Leather, Fur, Fleece or other exotic materials will be submitted for cleaning nor should be accepted by the contractor according to this contract. Any special requests will be the responsibility of the employee unless otherwise specified. If the contractor chooses to clean these items it is her/her responsibility to collect the fees for such from the individual employee.

Name of Insurance Company: FARMERS
Type of Coverage Carried: COMMERCIAL GENERAL LIABILITY, AUTO, WORKERS COMP
Amount of Insurance Carried: $1,000,000 PER OCCURANCE / $2,000,000 AGGREGATE
Address of the Night Drop Location: 1307 N. LOOP 250 W, #108, MIDLAND, TX 79706
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Maximum number of garments that will be placed in a single garment bag: 5

This detail sheet must be completed and submitted with the bid for the bid to be considered

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Midland, TX 79702

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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

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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.

4/19/22 Delivery Date	INFO@PRISTINEORGANICCLEANERS.COM E-mail Address
POC2, LLC Company Name	4/19/22 Date
Michelle Carrasco Authorized Signature	432 210 0044 Phone
MICHELLE CARRASCO Print Above Name	N/A Fax

CITY OF MIDLAND
SPECIFICATION
22001935
Laundry & Dry Cleaning for
Police & Fire Departments
And, Municipal Court
Exhibit "B1"

1. SCOPE:
Dry cleaning, pressing and laundry service for the Midland Municipal Court, Police and Fire Departments will be provided in accordance with these specifications and the attached "Dry Cleaning and Laundry Service Agreement".

2. INTENT:
The City intends to contract the services herein for a two-year period with a possibility of two additional one-year extension. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning and/or laundry.

3. 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
PO BOX 1152
Midland, TX 79702
All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.

4. DEFINITIONS
4.1. UNIFORMSHIRTS:
Dark Navy or Light Blue or White long sleeve and short sleeve shirts with shoulder patches. These shirts can have the following fabric contents: Poly/cotton blend, Poly/wool blend, Dacron/Polyester or 100% polyester.
4.2. UNIFORMPANTS:
Dark Navy pants with or without striping. These pants can have the following fabric contents: 100% Polyester, Poly/wool or Poly/cotton blends.
4.3. UNIFORM "CARGO" PANTS:
Dark Navy pants with cargo pockets on sides of pants just above the knee. Fabric content: Poly/cotton blend. These pants should be laundered and starched, NOT DRY CLEANED.

4.4. SWAT SHIRTS:
Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These shirts can have the following fabric contents: poly/cotton, cotton ripstop.

4.5. SWATPANTS:
Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These pants can have the following fabric contents: poly/cotton, cotton ripstop.

4.6. SWAT FIELDJACKETS:
Black, Navy or Urban camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style which includes (4) bellowed pockets on the front of the jacket. These jackets can have the following fabric contents: poly/cotton, cotton ripstop.

4.7. \VINTER JACKETS/ COATS:
Dark Navy in color. These jackets will have department shoulder patches and the manufacturer will be Blauer, Inc. or Fechheimer for the Police Dept. The Fire Dept has various brands of winter jackets/coats. These jackets/coats will have detachable fur collars and removable liners. These jackets have the following fabric contents: 100% nylon outer shell with removable "thinsulate" liner.

4.8. WINDBREAKERS (embroidered or silk screened for Police):
Dark Navy in color. These jackets will have snap closures in front and will be either embroidered or silk screened with department insignia on sleeves, back and front sides of the jacket. These jackets will also either be lined or unlined. The fabric content can be 100% polyester.

4.9. WINDBREAKERS (silk screened for Fire Department):
Dark Navy with "Fire Dept." screen printed on the backside of the jacket. These will need to be laundered not dry cleaned. The fabric content contains the following: 100% nylon.

4.10. TIES:
Dark Navy in color, or multi colored/multi patterned for "plain clothes" officers. These ties may either be regular or clip on styles. Fabric Contents can consist of 100% polyester.

4.11. PARADE ATTIRE:
These items are used for the Honor Guard. They consist of white cotton or polyester gloves, nylon white braids, cotton or polyester white ascots.

4.12. POLICE CAPTOPS:
Dark Navy or White police cap tops can consist of 100% polyester or 100% wool blends.

4.13. UNIFORM "CARGO" SHORTS:
Dark Navy in color. The fabric consists of the following: Poly/cotton blend.

4.14. BIKE SHORTS:
Dark Navy shorts. These shorts have a 100% nylon outer shell with lycra spandex inner short with built-in padding.

4.15. POLO STYLE UNIFORM SHIRTS:

These shirts will be of various colors, have department insignia embroidered on them and of

"pull over" style. These shirts will also include "dress" polo style shirts for "plain clothes" officers. (Sometimes referred to as golf shirts.)

4.16. T-SHIRTS:
These shirts will be of poly/cotton blend or 100% cotton and have department insignia silk-screened on front and/or back of the shirts.
4.17. 2 PC. SUITS:
These shall consist of a matching men's or ladies dress jacket and dress slacks.
4.18. TABLECLOTHS:
These are of various colors and consist of cotton/polyester blends.
4.19. SUIT JACKETS:
These include sport jackets, dress suit jackets, dress western style jackets and blazers. Fabric contents can include wool blends, cotton/poly blends, polyester, etc. No leather jackets or jackets with leather elbow patches will be accepted.
4.20. DRESS SLACKS:
These shall include dress slacks, Levi's Dockers or similar style pants.
4.21. JEANS:
These shall include Wrangler or other brand name denim jeans in either denim blue or other various colors. Western style in nature. These shall also include ladies Roper brand, Silverlake brand, Rockies brand, etc. The fabric content can contain 100% cotton.
4.22. DRESS SHIRTS/BLOUSES:
These shall include all men's and ladies dress style shirts and blouses of various colors and styles. The fabric contents can include: Cotton, cotton/poly blends, rayon, Dacron blends, etc. All 100% silk, leather, fur or fleece is unacceptable.
4.23. LADIES SKIRTS:
These include several different styles and fabric contents.
4.24. DRESS COATS/JACKETS:
These include heavy winter type jackets for wear with plain clothes. The fabric contents are various.
4.25. LADIES DRESSES:
These shall consist of either one or two piece dresses. No 100% silk items should be accepted.
4.26. EMS PANTS:
These pants are dark navy or black. The fabric contents can include: poly/cotton or cotton.

4.27. HOODS:

These hoods are Nomex or PBI fabric. These will need to be laundered not dry cleaned.
4.28. UNIFORM SHORTS:
These shorts are dark navy or black. The fabric contents can include poly/cotton or cotton.

5. REQUIREMENTS
5.1. INSURANCE:
The successful bidder shall have insurance to cover all articles in their possession at all times (See Contract Minimum). Bidder to furnish the following information:
5.1.1. NAME OF INSURANCE COMPANY

5.1.2. TYPE OF COVERAGE CARRIED
5.1.3. AMOUNT OF INSURANCE CARRIED
Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.
5.2. QUANTITIES:
All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.
5.3. CONTRACT PERIOD:
Bids are requested to cover two years dry cleaning and pressing and laundry service.
5.4. GARMENTS:
Bids are requested for dry cleaning and pressing and laundry service for items as shown on the attached detail sheet, EXHIBIT A.
5.5. COSTS:
The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.
5.6. REPAIRS:
5.6.1. MINOR REPAIRS:
The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:
rips and tears less than 6".
worn spots.
loose or open seams.
& lost OR broken buttons.

NOTE: **Repairs of any other description shall not be considered a minor repair, and are beyond the scope of this agreement and shall have prior approval of charges by the designated representative before any work is performed.**
5.7. SERVICE:
5.7.1. TURNAROUND:
The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.
5.7.2. NIGHT DEPOSITORY:
Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Police and Fire personnel is mandatory.
5.7.3. MULTIPLE STORES/DROPS:
5.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning/laundry, all the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.
5.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop tickets.
5.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.
5.7.4. PERSONNEL & EQUIPMENT:
All bidders shall have enough employees and equipment (not coin operated machines) to do professional work, this includes starching uniform shirts, repairs and etc. Any portion of work that will be sub-contracted shall be noted in the bid. The City reserves the right to approve sub-contractors. Sub-contractors shall supply the City with the same insurance coverages and endorsed as required by the Agreement and specifications herein.

5.7.4.1. If, under *extraordinary circumstances,* clothing has to be cleaned at another location, the clothes shall not be left unattended.

5.7.5. JACKETS:
5.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.
5.7.5.2. These liners are zipped and buttoned-in for easy removal.
5.7.5.3. Bidders should note that these liners must be removed before dry cleaning.
5.7.6. PACKAGING:
Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger. However, more than one article, as may be practical, may be placed in a plastic garment

• ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.
• ALL PANTS SHALL BE DELIVERED ON HANGERSWITH CARDBOARD SLEEVES.

5.7.7. DOCUMENTATION:
The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each employee.

6. QUALITY ASSURANCE:

6.1. Odors:
6.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.
6.1.2. Laundered articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.
6.1.3. Any article received without necessary repairs being made shall be rejected and returned for
repair. If repairs necessitate re-laundering, dry cleaning or pressing, it shall be performed at no additional charge.
6.2. Continued complaints of the above shall be cause for termination of this agreement.
NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.

7. AWARD

7.1. The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.

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.

4/19/22 Delivery Date	INFO@PRISTINEORGANICCLEANERS.COM E-mail Address
POC2, LLC Company Name	4/19/22 Date
Michelle Carrasco Authorized Signature	432 210 0044 Phone
MICHELLE CARRASCO Print Above Name	N/A Fax

CITY OF MIDLAND
SPECIFICATION
22001935

Laundry & Dry Cleaning for the Water & Wastewater Division, the Garage Division, and the Transportation Division

Exhibit "B2"

1. SCOPE:
Dry cleaning for the Water & Wastewater Division and the Garage Division will be provided in accordance with these specifications and the attached "Dry Cleaning Service Agreement".

2. INTENT:
The City intends to contract the services herein for a two-year period with a possibility of two additional one-year extensions. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning.

3. 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 EMAIL: purchasing@midlandtexas.gov
Midland, TX 79702
All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.
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.

4. REQUIREMENTS:
4.1. INSURANCE:
The successful bidder shall have insurance to cover all articles in their possession always (See Contract Minimum). Bidder to furnish the following information:

4.1.1 NAME OF INSURANCE COMPANY
4.1.2 TYPE OF COVERAGE CARRIED
4.1.3 AMOUNT OF INSURANCE CARRIED

Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.

4.2. QUANTITIES:

All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.

4.3. CONTRACT PERIOD:

Bids are requested to cover two years dry cleaning service only.

4.4. GARMENTS:

Bids are requested for dry cleaning service for items as shown on the attached detail sheet, EXHIBIT A.

4.5. COSTS:

The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.

4.6. REPAIRS:

4.6.1 MINOR REPAIRS:

The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:

- rips and tears less than 6".
- worn spots.
- loose or open seams.
- lost OR broken buttons.

NOTE: **Repairs of any other description shall not be considered a minor repair and is beyond the scope of this agreement and have prior approval of charges by the designated representative before any work is performed.**

4.7 SERVICE:

4.7.1 TURNAROUND:

The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.

4.7.2 NIGHT DEPOSITORY:

Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Water & Wastewater personnel is mandatory.

4.7.3. MULTIPLE STORES/DROPS:

4.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning, all of the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.

4.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop ticket.

4.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.

4.7.4. PERSONNEL & EQUIPMENT:

All bidders shall have sufficient employees and equipment (not coin operated machines) to do professional work; this includes starching uniform shirts, repairs and etc.

4.7.4.1. If under *extraordinary circumstances,* clothing has to be cleaned at another location, the clothes shall not be left unattended.

4.7.5. JACKETS:

4.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.

4.7.5.2. These liners are zipped and buttoned-in for easy removal.

4.7.5.3. Bidders should note that these liners must be removed before dry cleaning.

4.8 PACKAGING:

4.8.1. Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger.

4.8.1.1. However, more than one article, as may be practical, may be placed in a plastic garment protector bag.

4.8.1.2. ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.

4.9 DOCUMENTATION:

The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each bundle per employee.

5. QUALITY ASSURANCE:

5.1. CLEANING FLUIDS:

5.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.

5.2. CLEANED ARTICLES SHALL BE RENDERED BACTERIA FREE

5.3. ODORS:

5.3.1. Cleaned articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.

5.4. UNNECESSARY REPAIRS:

5.4.1. Any article received without necessary repairs being made shall be rejected and returned for repair. If repairs necessitate dry cleaning, it shall be performed at no additional charge.

5.5. UNRESOLVED PROBLEMS & COMPLAINTS:

5.5.1. Continued complaints of the above shall be cause for termination of this agreement.

6. AWARD:

The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.

NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.

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: _____

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: _____

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.**

POC 2, 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.**

Jesus Danie Corrales

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.**

MICHELLE CARRASCO, THE OWNER OF POC2, LLC, IS THE SPOUSE OF JESUS DANIE CORRALES

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

Michelle Carrasco

Signature of vendor doing business with the governmental entity

4/19/22

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.

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

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 proposal 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, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. 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.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. 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.

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 contract 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 or policy aggregate, including completed operations, and shall be on an occurrence basis.

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

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

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

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller 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).

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. ATTORNEY FEES - 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.

City Council Meeting

Item Number: 6

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., FOR THE PLANNING, DESIGNING AND BIDDING OF A LIFT STATION AT THE I-20 PRESERVE FOR THE WALL STREET SEWER DIVERSION FOR THE UTILITIES DEPARTMENT FOR A COST OF $345,117.00; APPROVING $51,768.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Resolution awarding the planning, design, and bidding of a lift station sewer diversion at the I-20 preserve to divert wastewater from the Wall Street sewer collection system.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Utilities FY22 Operating Budget and will be transferred and appropriated to a project for said purpose.

Discussion:

Resolution 2020-091 approved the selection of Freese & Nichols, Inc. for performance of on-call engineering support services for the Utilities Department for five years. Any agreement exceeding $100,000.00 shall not become effective until approved by City Council. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a professional services agreement with Freese & Nichols, Inc. of Fort Worth, Texas for planning, design, and bidding of

a lift station sewer diversion at the I-20 preserve to divert wastewater from the Wall Street sewer collection system for the cost of $345,117.00 plus contingencies in the amount of $51,768.00 for a total cost of $396,885.00.

Tina Gauz

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a resolution awarding design of new lift station at the I-20 preserve for the Wall Street sewer diversion.

DATE: May 10, 2022

The project generally includes planning, design and bidding of a lift station sewer diversion at the I-20 preserve to divert wastewater from the Wall St sewer collection system. The collection system at the Wall St and Midland Dr. intersection is past its design capacity, the wastewater is prone to overflow at the intersection causing sewer to flow out of the manholes along Wall St. This project will have Freese and Nichols, Inc an approved on-call engineer (Resolution 2020-137) perform the task.

By using a diversion lift station, the entire system from Wall & Midland to past the horseshoe will not need to be replaced at an estimated cost at $8.5 million. The lift stations estimated cost is $2.5 million. The funding for the design project will be out of the Utilities administration operations budget. Fees for the scope of services is $345,117 with a 15% contingency to not exceed $396,885.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., FOR THE PLANNING, DESIGNING AND BIDDING OF A LIFT STATION AT THE I-20 PRESERVE FOR THE WALL STREET SEWER DIVERSION FOR THE UTILITIES DEPARTMENT FOR A COST OF $345,117.00; APPROVING $51,768.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS

WHEREAS, the City Council approved Resolution No. 2020-091 selecting six engineering firms to provide professional services for engineering designs and studies on an as-needed basis; and

WHEREAS, the Utilities Department has selected Freese and Nichols, Inc., for the planning, designing and bidding of a lift station at the I-20 Preserve to divert wastewater from the Wall Street sewer collection system; and

WHEREAS, Freese and Nichols, Inc., has agreed to perform said professional services at a cost of $345,117.00; and

WHEREAS, the City Council finds that Freese and Nichols, Inc., is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Freese and Nichols, Inc., are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Freese and Nichols, Inc., 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 professional services agreement with Freese and Nichols, Inc., 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; and

WHEREAS, the City Council finds it to be in the public interest to approve $51,768.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Freese and Nichols, Inc., for said professional services. A copy of said agreement is attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the sum of $51,768.00 for contingencies is hereby approved for said agreement.

SECTION THREE. That funds are available in the Utilities FY22 Operating Budget and will be transferred and appropriated to a project for said purpose.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Freese and Nichols, Inc., from funds available in a project for said purpose 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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

PROFESSIONAL SERVICES AGREEMENT
#22003065

THIS AGREEMENT is made and effective the 11th day of May 2022, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Freese & Nichols, Inc. ("*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 planning, design, and bidding of a lift station sewer diversion at the I-20 preserve to divert wastewater from the Wall Street sewer collection system (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 $345,117.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule 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 May 11, 2022 until May 12, 2023, unless the Services are completed sooner or the Agreement is terminated as provided below. Thereafter, this agreement may be renewed for up to two (2) additional terms of one (1) year each, upon the CITY providing notice of intent to renew to the COMPANY not less than 30 days prior to the expiration of this contract.

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

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, 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, 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. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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: Freese & Nichols, Inc.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109

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.

[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 _____, 20____ personally appeared, _____, an officer of Freese & Nichols, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

The City of Midland is experiencing overflows on their existing sewer system upstream of the I-20 Wildlife Preserve. The City has requested FNI to design sewer system improvements to divert peak flow from the sewer system north of Wall Street to the existing 30" sewer line just north of IH-20, which includes:

- 350 LF of 12" Gravity Sewer Line by Other than Open Cut Across West Wall Street and Railroad ROW
- 600 LF of 12" Gravity Sewer Line by Open Cut to the proposed Lift Station site
- 980 GPM Duplex Pre-Packaged Lift Station on City Property (City-Owned Wildlife Preserve)
    - Lift station includes security fencing, manual gate, auto-dialer system, new pumps and controls
    - Lift station does not include generator or security camera
- 850 LF of 8" Force Main from the Lift Station Site within South Midland Drive ROW
- 2100 LF of 12" Gravity Sewer Line by Open Cut to Existing 30" Sewer Line at the intersection of South Midland Drive and the north frontage road for IH-20.

This scope includes design and construction phase services (general representation).

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Plan and participate in an in-person kick-off meeting with City to confirm project scope, team, lines of communication, and schedule.

2. FNI shall coordinate model flows with City and the City's 3rd-Party modeler.

3. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (survey included in Special Services, pursuant to Article II).

4. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.

5. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.

6. Prepare revised opinion of probable construction cost.

7. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.

8. Provide design submittals at 60%, 90% and 100% design milestones. Meet virtually with City for each milestone submittal to review comments and discuss design elements.

9. Pipeline drawings will include plan and profiles at one-inch equals 20 feet scale horizontally and one-inch equals four feet vertically on 22- x 34-inch paper size (half size plans will have one-inch equals 40 feet horizontal scale).

10. Prepare general notes for Contractor's preparation of SWPPP.

11. Prepare general notes for Contractor's preparation of traffic control plans.

12. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Client.

B. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Client, FNI shall provide professional services in this phase as follows:

1. Assist Client in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.

2. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.

3. Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

4. At Client request, FNI will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Client. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.

5. Assist the Client in conducting a virtual pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference.

6. Assist Client in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Client with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.

7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

2. Establish communication procedures with the Client and contractor. Submit (monthly) reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.

3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information (10), modification requests (10), shop drawings (30), schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

5. Make up to 4 periodic visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.

6. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

7. Coordinate the work of City-retained testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Client and is not included in the services to be performed by FNI.

8. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where cost to Client is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Client are an additional service. Substitutions of materials or equipment or design modifications requested by the Client are an additional service.

10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Client on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Client if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

11. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of one (1) trip is an Additional Service.

12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Topographic Survey and Base Mapping – Hugo Reed and Associates
    a. Topographic Survey
        i. Grid and additional points sufficient to accurately show existing ground surface and existing site features for the area depicted in attached Exhibit (R-O-W to R-O-W).
        ii. Datum to be relative to the Texas Coordinate System of 1983 and NAVD88.
        iii. Establish 3 control points per mile for horizontal and vertical control for future construction.
        iv. Establish the location of existing right-of-way lines throughout the project corridor.
        v. Visible improvements and objects to include but not limited to the following:
            1. Existing pavement, curbs, sidewalks, barrier free ramps, and similar objects,
            2. Driveways,
            3. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, utility markers, other public utilities, and franchise utilities as marked by a Texas811 locate,
            4. Traffic signal poles, cabinets, and other signal equipment,
            5. Signs, excluding temporary signs,
            6. Trees of 4" and over (caliper at 3' above ground) and other landscape features. Dense clusters or rows of trees will be indicated by outline rather than individual trees,
            7. Building fronts within 10 feet of the R-O-W line,
            8. Retaining walls,
            9. Fences and types,
            10. Flowlines of manholes, inlets, culverts, and other utility structures,
            11. Photographs of manholes, and
            12. Other applicable physical features that could impact design.
    b. Base Mapping
        i. Identify existing property boundaries, right-of-way lines and easements that are shown on existing recorded plats and in deeds.
2. Geotechnical Investigation
    a. Field Exploration
        i. Drill seven (7) exploratory borings with a truck-mounted drill rig in accordance with the following schedule:
        ii. Bored Crossing beneath West Wall Street – 2 borings @ 40 feet deep each
        iii. Lift Station – 3 borings @ 30 feet deep each
        iv. 8" Force Main along South Midland Drive – 1 boring @ 10 feet deep
        v. 12" Gravity line from south end of force main to I-20 frontage road – 1 boring @ 20 feet deep
        vi. Conduct one (1) site visit to mark proposed boring locations and determine access. The Engineer will coordinate with the City and will notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area.
        vii. Obtain ROW permits for drilling in the streets/ROW.

viii. Subcontract with a contractor to clear brush and small trees at lift station site to allow drill rig access.

ix. Subcontract with a drilling contractor to drill the borings and collect samples of the subsurface materials.

1. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
2. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling for the gravity main and force main borings. Groundwater observations within the two borings drilled for the bored crossing beneath West Wall Street will include observations during drilling, at the completion of drilling, and 24-hour observations.
3. The borings will be backfilled with auger cuttings upon completion of drilling and sampling. Borings drilled through pavement will be patched.

x. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

xi. Traffic Control – Due to existing utilities and limited access, most of the borings (except at lift station) will require closure of one traffic lane directing traffic around the drilling operation. The lane closure will include sign boards, traffic attenuators, warning signs, and flagmen to direct the traffic. A traffic control plan will be submitted to the City for approval.

b. Laboratory Testing

i. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.

ii. The Engineer will select samples for laboratory testing, assign tests, and review the test results.

iii. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:

1. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
2. Moisture content
3. Unit dry weight
4. Unconfined compressive strength

c. Engineering Analysis and Reporting

i. Prepare a technical memorandum summary report of the geotechnical investigation to include:

1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
2. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.

3. Logs of borings will be provided for the borings as well as pipe backfill and bored crossing (beneath West Wall Street) recommendations.
4. Foundation and lateral earth recommendations for the lift station.
5. General discussion of expected construction related issues.
6. Earthwork related recommendations for use during development of the plans and specifications.

ii. Submittals will include an electronic PDF copy of the technical memorandum.
iii. Assist with design drawings and specs, as needed.

3. Environmental Services
   a. Review Existing Information and Conduct Site Visit
      i. FNI will compile and review readily available project site information and prepare GIS materials in preparation for a site visit. An FNI environmental scientist will conduct a site visit and document the existing conditions. FNI will delineate with a handheld GPS the ordinary high water mark or wetland limits within the proposed limits of construction and evaluate the site regarding potential federally listed threatened and endangered species habitat(s).
   b. Project Team Coordination
      i. An FNI environmental scientist will coordinate with the project team (design team and Client) on the findings of the environmental permitting evaluation and provide environmental permitting input into the design.
   c. Coordinate with Texas Historical Commission
      i. Projects sponsored by a political subdivision of the State (like a City) that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. If potential disturbance is greater than five acres or 5,000 cubic yards, or if there is a potential to affect historic properties, FNI will draft a consultation letter to the Texas Historical Commission (THC) for City's review and comment. FNI will incorporate City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC can be provided upon written authorization as a Special Service.
   d. Prepare Environmental Permitting Evaluation Memorandum
      i. Information gathered during the pedestrian survey, consultation with the THC (if required), and coordination with the design engineers will be used to prepare a draft technical memorandum. The draft memorandum will include discussions of methodologies used, the hydrologic characterization of potential waters of the U.S., an opinion on their jurisdictional status, if the proposed improvements can be authorized by Section 404 Nationwide Permit without pre-construction notification, and other environmental permitting requirements. The draft memorandum will be sent to the City for review and comment. Once comments are received, a final technical memorandum will be prepared for the City's records.
4. Archaeologic Survey
   a. Any follow up archaeologic survey requested by the THC can be provided upon written authorization as a Special Service under this scope.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Resident Project Representative (RPR) inspection services.
2. Land acquisition services.
3. Subsurface Utility Engineering (SUE).
4. Lift station start-up services.
5. Complete redrawing of construction plan sheets, if required as a result of changes made in the scope of the construction contract after 60% workshop meeting with the City.
6. Preparation of a Pre-Construction Notification or Individual Section 404 permit application for submittal to the USACE.
7. Preparation of a Jurisdictional Determination (JD) Evaluation Report.
8. Presence/absence surveys for federally listed threatened/endangered species.
9. Phase I/II Environmental Site Assessment.
10. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
11. Separating the project into two or more sets of construction documents.
12. Floodplain mapping, development of floodway models, and/or preparation of a LOMAR or CLOMAR.
13. Public meetings.
14. Additional exploratory drilling and associated laboratory testing due to soft or loose soil conditions, depth of rock, or other unexpected site conditions.
15. The use of an all-terrain drilling.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Final Design – 5 Months from NTP.
Advertisement/Award – 3 Months from Completion of Final Design.
Construction – 9 Months from Completion of Advertisement/Award.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

G. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.

H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

I. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as

defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.

J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

K. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

M. Bear all costs incident to compliance with the requirements of this Article V.

N. Provide land acquisition services, if required.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

City's Project Representative:	Carl Craigo, P.E.
	E-mail: ccraigo@midlandtexas.gov
FNI's Project Representative:	Ryan Opgenorth, P.E.
	E-mail: ryan.opgenorth@freese.com
FNI's Accounting Representative:	Sharon James
	E-mail: sdj@freese.com

City of Midland Wall Street Sewer Diversion 2/24/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	$ 235,859
	Special Services	$ 109,259
	Total Project	$ 345,117

Tasks				Labor																											
Phase	Task	Basic or Special	Task Description	Ryan Opgenorth	Robb Otey	Aaron Conine	Nick Lester	Heather Keister	Alan Hutson	Gus Desa	Oscar Cantu	Bret Calvert	Jane Jenks	Tony Bosecker	Mahsa Hedayati	Margo Knapp	Aaron Brewer	Sebastian Farkas	Mark Thinnes	Ben Hagood	Wes Wiegreffe	Heath Myers	Eli Ellis	Rebecca Sandoval	Adam Burke	Janet Frantz	Sharon James	Thedi Mitchell	Nicholas McCormick	Total Hours	Total Labor Effort
				Project Manager	Senior Advisor	Quality Control	Principal in Charge	Client Rep	Quality Assurance	Design Engineer	CAD Tech	Constructability Review	Specification/Firm Manager	Geotech QC	Geotech Engineer	Geotech Admin	Geotech Lead	Geotech EIT	Geotech CAD Tech	Environmental Scientist	Environmental Scientist	Environmental GIS	Environmental Scientist	Electrical QC	Electrical Engineer	Electrical CADD	Operations Analyst	Scheduler	Modeling		
			Project Management																												$ -
		Basic	Internal kickoff meeting	2	1		2	1		1	1				1					1				1	1					12	$ 2,155
		Basic	External kickoff meeting (in-person)	12				6		1																				19	$ 3,713
		Basic	Periodic internal meetings	4			2			4					1					1				1	2					15	$ 2,548
		Basic	60%, 90%, and 100% Workshops (Virtual)	8				4		8																				20	$ 3,480
		Basic	Maintain and monitor scope / schedule / budget	10																										10	$ 1,780
		Basic	One Page Reports / Periodic client communications	20																										20	$ 3,560
		Basic	Corporate Support (Scheduler)																								1			1	$ 148
		Basic	Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)																							3				3	$ 444
		Basic	Project hours charged to OFFXX050	10																										10	$ 1,780
		Basic	Project Closeout	2																										2	$ 356
																															$ -
			Quality Management																												$ -
		Basic	Develop quality management plan	1																										1	$ 178
		Basic	Senior Advisor		8																									8	$ 1,400
		Basic	Quality Control reviews			12																								12	$ 2,508
		Basic	Quality Assurance reviews						6																					6	$ 1,440
		Basic	Constructability reviews									6																		6	$ 1,290
																															$ -
			Design Phase																												$ -
		Basic	Coordinate Model Flows with City and City's Modeler																									8	8	$ 1,248
		Basic	Prepare Drawings and Specifications	80						220	400												24	120	60				904	$ 112,672
		Basic	Coordinate with Local Agencies and Stakeholders (UPRR)	8						16	4																		28	$ 4,000
		Basic	Coordinate with Utility Companies	8						16														8					32	$ 4,712
		Basic	OPCC at 60%, 90%, and 100% Milestones	8						24													4	12					48	$ 7,068
																															$ -
			Bid Phase																												$ -
		Basic	Provide Notice-to-Bidders to City for Publication							1																			1	$ 137
		Basic	Provide Plans/Specs to City and Maintain List of Plan Holders										1																1	$ 111
		Basic	Respond to Plan Holders' Questions	4						8													2	4					18	$ 2,712
		Basic	Prepate Addenda	4						8													4	8					24	$ 3,616
		Basic	Conduct Pre-Bid Conference (Virtual)	2						1																			3	$ 493
		Basic	Attend Bid Opening and Prepare Bid Tabulation	3						6																			9	$ 1,356
		Basic	Prepare Letter of Recommendation	1						1																			2	$ 315
		Basic	Prepare Contract Documents	1						2			24																27	$ 3,116
		Basic	Prepare Notice-of-Award							1																			1	$ 137
		Basic	Review Executed Documents for Conformance	2																									2	$ 356
		Basic	Review Certificates of Insurance	1																									1	$ 176
		Basic	Submit Executed and Conformed Contract Documents to City	1																			1	1					3	$ 493
																															$ -
			Construction Phase																												$ -
		Basic	Protect City Against Defects and Deficiencies / Maintain Internet Based Document Control System / Establish/Monitor Quality Assurance Procedures / Make Recommendations Regarding Materials and Workmanship / Interpret Plans/Specs / Review Monthly and Final Pay Applications (10) / Final Punch List / Review Monthly Contractor's As-Builts (10)	40						24			4																	68	$ 10,852
		Basic	Participate in Pre-Con Meeting and Prepare Agenda/Minutes / Attend Four Site Visits (4)	60						14																			74	$ 12,598
		Basic	Review up to 30 Shop Drawing Submittals / Review up to 20 Quality Related Submittals (mill tests, CTRs, etc.)	10						30														6	12					58	$ 8,602
		Basic	Review up to 10 RFIs	5						10														2	4					21	$ 3,164
		Basic	Review up to 5 CMRs and Prepare up to 5 PCMs / Prepare up to 5 COs and up to 5 Field Orders	10						20														2	8					40	$ 5,972
		Basic	Provide Record Drawings	5						10	24													2	8	12				61	$ 7,852
																															$ -
																															$ -
																															$ -
																															$ -
			Special Services																												$ -
		Special	Topographic Survey and Base Mapping																												$ -
		Special	Geotechnical Investigation									10		9	44	19	21	50	3											156	$ 24,755
		Special	Environmental Services																	16	34	16	10							76	$ 10,012
		Special	Archaeologic Survey																												$ -
			Total Hours / Quantity	**322**	**9**	**12**	**4**	**11**	**6**	**426**	**429**	**16**	**29**	**9**	**46**	**19**	**21**	**50**	**3**	**18**	**34**	**16**	**10**	**49**	**188**	**72**	**3**	**1**	**8**	**1,811**	
			Total Effort																												**$ 253,307**

City of Midland Wall Street Sewer Diversion 2/24/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	235,859
	Special Services	109,259
	Total Project	345,117

Tasks				Expenses											
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Per Diem	GPS	Total Expense Effort
			Project Management												$ -
		Basic	Internal kickoff meeting	12											$ 102
		Basic	External kickoff meeting (in-person)	19											$ 162
		Basic	Periodic internal meetings	15											$ 128
		Basic	60%, 90%, and 100% Workshops (Virtual)	20	840			400	400	9	400				$ 904
		Basic	Maintain and monitor scope / schedule / budget	10											$ 85
		Basic	One Page Reports / Periodic client communications	20											$ 170
		Basic	Corporate Support (Scheduler)	1											$ 9
		Basic	Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)	3											$ 26
		Basic	Project hours charged to OFFXX050	10											$ 85
		Basic	Project Closeout	2											$ 17
															$ -
			Quality Management												$ -
		Basic	Develop quality management plan	1											$ 9
		Basic	Senior Advisor	8											$ 68
		Basic	Quality Control reviews	12											$ 102
		Basic	Quality Assurance reviews	6											$ 51
		Basic	Constructability reviews	6											$ 51
															$ -
			Design Phase												$ -
		Basic	Coordinate Model Flows with City and City's Modeler	8											$ 68
		Basic	Prepare Drawings and Specifications	904											$ 7,684
		Basic	Coordinate with Local Agencies and Stakeholders (UPRR)	28											$ 238
		Basic	Coordinate with Utility Companies	32											$ 272
		Basic	OPCC at 60%, 90%, and 100% Milestones	48											$ 408
															$ -
			Bid Phase												$ -
		Basic	Provide Notice-to-Bidders to City for Publication	1											$ 9
		Basic	Provide Plans/Specs to City and Maintain List of Plan Holders	1											$ 9
		Basic	Respond to Plan Holders' Questions	18											$ 153
		Basic	Prepate Addenda	24											$ 204
		Basic	Conduct Pre-Bid Conference (Virtual)	3											$ 26
		Basic	Attend Bid Opening and Prepare Bid Tabulation	9	300										$ 252
		Basic	Prepare Letter of Recommendation	2											$ 17
		Basic	Prepare Contract Documents	27											$ 230
		Basic	Prepare Notice-of-Award	1											$ 9
		Basic	Review Executed Documents for Conformance	2											$ 17
		Basic	Review Certificates of Insurance	1											$ 9
		Basic	Submit Executed and Conformed Contract Documents to City	3				1,200	1200	10	2000				$ 948
															$ -
			Construction Phase												$ -
		Basic	Protect City Against Defects and Deficiencies / Maintain Internet Based Document Control System / Establish/Monitor Quality Assurance Procedures / Make Recommendations Regarding Materials and Workmanship / Interpret Plans/Specs / Review Monthly and Final Pay Applications (10) / Final Punch List / Review Monthly Contractor's As-Builts (10)	68										$ 578
		Basic	Participate in Pre-Con Meeting and Prepare Agenda/Minutes / Attend Four Site Visits (4)	74	3,000										$ 2,384
		Basic	Review up to 30 Shop Drawing Submittals / Review up to 20 Quality Related Submittals (mill tests, CTRs, etc.)	58											$ 493
		Basic	Review up to 10 RFIs	21											$ 179
		Basic	Review up to 5 CMRs and Prepare up to 5 PCMs / Prepare up to 5 COs and up to 5 Field Orders	40											$ 340
		Basic	Provide Record Drawings	61				600	600	3	400				$ 829
															$ -
															$ -
															$ -
															$ -
															$ -
			Special Services												$ -
		Special	Topographic Survey and Base Mapping												$ -
		Special	Geotechnical Investigation	156	30										$ 1,344
		Special	Environmental Services	76	600	40	150							50	$ 1,273
		Special	Archaeologic Survey												$ -
			Total Hours / Quantity	**1,811**	**4,770**	**40**	**150**	**2,200**	**2,200**	**22**	**2,800**	**-**	**-**	**50**	
			Total Effort	**$ 15,394**	**$ 2,790**	**$ 46**	**$ 173**	**$ 220**	**$ 550**	**$ 6**	**$ 700**	**$ -**	**$ -**	**$ 58**	**$ 19,935**

City of Midland Wall Street Sewer Diversion 2/24/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	235,859
	Special Services	109,259
	Total Project	345,117

Tasks				Subconsultants										Total	
Phase	Task	Basic or Special	Task Description	Hugo Reed and Associates	Acacia Heritage	Terracon	Traffic Control Sub		Sub Name 6	Sub Name 7	Sub Name 8	Sub Name 9	Sub Name 10	Total Sub Effort	Total Effort
			Project Management											$ -	$ -
		Basic	Internal kickoff meeting											$ -	$ 2,257
		Basic	External kickoff meeting (in-person)											$ -	$ 3,875
		Basic	Periodic internal meetings											$ -	$ 2,676
		Basic	60%, 90%, and 100% Workshops (Virtual)											$ -	$ 4,384
		Basic	Maintain and monitor scope / schedule / budget											$ -	$ 1,865
		Basic	One Page Reports / Periodic client communications											$ -	$ 3,730
		Basic	Corporate Support (Scheduler)											$ -	$ 157
		Basic	Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)											$ -	$ 470
		Basic	Project hours charged to OFFXX050											$ -	$ 1,865
		Basic	Project Closeout											$ -	$ 373
														$ -	$ -
			Quality Management											$ -	$ -
		Basic	Develop quality management plan											$ -	$ 187
		Basic	Senior Advisor											$ -	$ 1,468
		Basic	Quality Control reviews											$ -	$ 2,610
		Basic	Quality Assurance reviews											$ -	$ 1,491
		Basic	Constructability reviews											$ -	$ 1,341
														$ -	$ -
			Design Phase											$ -	$ -
		Basic	Coordinate Model Flows with City and City's Modeler											$ -	$ 1,316
		Basic	Prepare Drawings and Specifications											$ -	$ 120,356
		Basic	Coordinate with Local Agencies and Stakeholders (UPRR)											$ -	$ 4,238
		Basic	Coordinate with Utility Companies											$ -	$ 4,984
		Basic	OPCC at 60%, 90%, and 100% Milestones											$ -	$ 7,476
														$ -	$ -
			Bid Phase											$ -	$ -
		Basic	Provide Notice-to-Bidders to City for Publication											$ -	$ 146
		Basic	Provide Plans/Specs to City and Maintain List of Plan Holders											$ -	$ 120
		Basic	Respond to Plan Holders' Questions											$ -	$ 2,865
		Basic	Prepate Addenda											$ -	$ 3,820
		Basic	Conduct Pre-Bid Conference (Virtual)											$ -	$ 519
		Basic	Attend Bid Opening and Prepare Bid Tabulation											$ -	$ 1,608
		Basic	Prepare Letter of Recommendation											$ -	$ 332
		Basic	Prepare Contract Documents											$ -	$ 3,346
		Basic	Prepare Notice-of-Award											$ -	$ 146
		Basic	Review Executed Documents for Conformance											$ -	$ 373
		Basic	Review Certificates of Insurance											$ -	$ 187
		Basic	Submit Executed and Conformed Contract Documents to City											$ -	$ 1,441
														$ -	$ -
			Construction Phase											$ -	$ -
		Basic	Protect City Against Defects and Deficiencies / Maintain Internet Based Document Control System / Establish/Monitor Quality Assurance Procedures / Make Recommendations Regarding Materials and Workmanship / Interpret Plans/Specs / Review Monthly and Final Pay Applications (10) / Final Punch List / Review Monthly Contractor's As-Builts (10)											$ -	$ 11,430
		Basic	Participate in Pre-Con Meeting and Prepare Agenda/Minutes / Attend Four Site Visits (4)											$ -	$ 14,982
		Basic	Review up to 30 Shop Drawing Submittals / Review up to 20 Quality Related Submittals (mill tests, CTRs, etc.)											$ -	$ 9,095
		Basic	Review up to 10 RFIs											$ -	$ 3,343
		Basic	Review up to 5 CMRs and Prepare up to 5 PCMs / Prepare up to 5 COs and up to 5 Field Orders											$ -	$ 6,312
		Basic	Provide Record Drawings											$ -	$ 8,681
														$ -	$ -
														$ -	$ -
														$ -	$ -
														$ -	$ -
			Special Services											$ -	$ -
		Special	Topographic Survey and Base Mapping	25,650										$ 29,498	$ 29,498
		Special	Geotechnical Investigation			16,850	5,000							$ 25,128	$ 51,226
		Special	Environmental Services											$ -	$ 11,285
		Special	Archaeologic Survey		15,000									$ 17,250	$ 17,250
			Total Hours / Quantity	**$ 25,650**	**$ 15,000**	**$ 16,850**	**$ 5,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
			Total Effort	**$ 29,498**	**$ 17,250**	**$ 19,378**	**$ 5,750**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 71,875**	**$ 345,117**

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Wall Street Sewer Diversion	DATE	2/10/2022
CLIENT	City of Midland	GROUP	1112
% SUBMITTAL	Conceptual	PM	Ryan Opgenorth, P.E.

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Ryan Opgenorth, P.E.	Robb Otey, P.E.	MDD22XXX

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Wall Street Sewer Diversion					
1	12" PVC Gravity Sewer Line (SDR 26) by Other Than Open Cut	350	LF	$ 160.00	$ 56,000
2	30" Steel Casing By Other Than Open Cut	350	LF	$ 930.00	$ 325,500
3	Nature Center Pre-Packaged Duplex Lift Station (Wet Well, Electrical, Pumps, and Fencing)	1	LS	$ 350,000.00	$ 350,000
4	8" PVC Force Main (C900-DR25)	850	LF	$ 80.00	$ 68,000
5	Air Release Valve Manhole	1	EA	$ 10,000.00	$ 10,000
6	12" PVC Gravity Sewer Line (SDR 26) by Open Cut	2700	LF	$ 200.00	$ 540,000
7	Polycrete Manhole for Force Main Outfall	1	EA	$ 25,000.00	$ 25,000
8	4' Diameter Manhole	9	EA	$ 18,000.00	$ 162,000
9	Asphalt Pavement Repair	4200	SY	$ 110.00	$ 462,000
10	Temporary Bypass Pumping	1	LS	$ 10,000.00	$ 10,000
11	Trench Safety	3550	LF	$ 2.00	$ 7,100
12		0	0	$ -	$ -

SUBTOTAL		$	2,015,600
CONTINGENCY	30%	$	604,680
SUBTOTAL		$	2,620,280
MOBILIZATION	5%	$	131,014

PROJECT TOTAL (2022 COSTS)	**$**	**2,752,000**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

1 FNI OPCC classified as an AACE Class 4 Estimate with accuracy range or -20 to + 30.

2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.


CITY OF MIDLAND
SEWER SYSTEM
WALL STREET AND MIDLAND DRIVE
LEGEND
Analysis Manhole
Manhole
Proposed Lift Station Site
Wastewater Line
Proposed Wastewater Line
10-ft Contour
Proposed Force Main
2-ft Contour
Parcel
City Limit
MIDLAND
FREESE AND NICHOLS
GIS Wastewater Line Upstream Invert (ft)
Proposed Upstream Invert: 2,813.19 ft
Proposed 12-inch Gravity Main
Proposed Lift Station Site (100'x100')
Proposed 8-inch Force Main
Proposed 12-inch Gravity Main
2,808.25
2,804.21
2,803.06
2,804.01
2,804.51
2,804.93
2,805.51
2,801.31
8" F.M.
SOUTH EISENHOWER DRIVE
WEST WALL STREET
WEST INDUSTRIAL AVENUE
MARKET STREET
BASIN STREET
SOUTH MIDLAND DRIVE
JASMINE ROAD
0
450
SCALE IN FEET
PACKET
6.32
May 10, 2022


CIS Wastewater Line Upstream Invert (ft)
CITY OF MIDLAND
SEWER SYSTEM
WALL STREET AND MIDLAND DRIVE
LIFT STATION SITE
LEGEND
Analysis Manhole
Manhole
Proposed Wastewater Line
Wastewater Line
Proposed Force Main
10-ft Contour
Proposed Lift Station
2-ft Contour
Parcel
City Limit
MIDLAND
FREESE AND NICHOLS
FLOODPLAIN
Floodway
100-Yr Floodplain
10"
12"
12"
12"
10"
10"
2,804.21
WEST WALL STREET
WEST WALL STREET
Proposed Upstream Invert: 2,813.19 ft
SOUTH MIDLAND DRIVE
12"
WEST INDUSTRIAL AVENUE
Proposed Lift Station Site (100'x100')
8" F.M.
N
0
100
SCALE IN FEET
PACKET
6.33
May 10, 2022
Created By Freese and Nichols, Inc.
Author: Hunter Hall
Location: H:\Grants\City_of_Midland\DELIVERABLES\Wall_and_Midland_LS_Site.mxd
Updated: Tuesday, February 8, 2022 9:06:03 AM
User Name: 02469

City Council Meeting

Item Number: 7

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REPLACEMENT OF AUDIO VISUAL EQUIPMENT AT GRANDE COMMUNICATIONS STADIUM (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution rejecting the single bid received for the Grande Communications Stadium Audio Visual Replacement Project.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the Grande Communications Stadium Audio Visual Replacement Project. We sent bid requests to forty-one (41) vendors and we received a single bid from Just Macs LLC. Staff recommends rejecting the single bid from Just Macs LLC. Please see attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution rejecting the single bid received for the Grande Communications Stadium Audio Visual Replacement from Just Macs LLC, of Midland, Texas.

Tina Daury

City Manager's Office

DATE: April 11, 2022

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request to reject all bids for RFP 22001091 for Grande Communications Stadium Audio Visual Replacement

---

Staff recommends to reject all bids for RFP 22001091, which was released on Friday, September 17, 2021. One proposal was submitted by Just Macs, LLC dba Absolute AVL. The proposal was evaluated by the Information Systems Department, which included former Assistant Director, Hugo Rodriguez and Project Manager, Kiara Taylor. All proposal are first examined to determine if all RFP requirements are met. If the proposal fails to meet the requirements, the vendor does not move on to the demo or selection process. The submitted proposal failed to meet the requirements of the RFP by not providing relatable experience for the last five years and not including information on equipment integration with the Daktronics scoreboard equipment. Also, upon discovery of the facility, it was found that there were facility needs that were not included in the RFP response.

While Absolute AVL did provided experience there was only one reference that provided relatable experience to the Grande project scope and that reference's project is not yet complete. Also, Grande Communications Stadium installed a Daktronics scoreboard recently. The scoreboard facilitator will need to be moved to another room in the facility and the RFP requested that information on the connection of the Daktronics and new equipment be included in the proposal. There was no mention of a plan of action for the scoreboard being connected to the new equipment.

In addition as site visits were being conducted, our team noticed that there were issues with locations throughout the building that had not been included in the RFP. Because of staffing turnover, there was not anyone currently employed with the City with knowledge of the facility or changes that have been made since it was built in 2002. If the bids are rejected and a formal facility discovery is completed, we can ensure a more detailed RFP is released preventing the amount of change requests throughout the project.
Based on the proposal received and new understanding of the facility, we recommend rejecting all bids due to the lack of information provided by the vendor and information that needs to be updated and included in the RFP. Rejecting all bids will give this

vendor an opportunity to rebid and for the City of Midland to add claifying information to the new RFP.

RESOLUTION NO. _____

RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REPLACEMENT OF AUDIO VISUAL EQUIPMENT AT GRANDE COMMUNICATIONS STADIUM

WHEREAS, the City Manager advertised for competitive bids for the replacement of audio visual equipment at Grande Communications Stadium (the "Project"); and

WHEREAS, the City Council finds it to be in the public interest to reject the sole bid received for the Project, which was opened on February 4, 2022;

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

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That the sole bid received for the Project is hereby rejected.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 22001091 **Audio Visual Equipment Replacement at Grande Communications Stadium** **OPENED** February 4, 2022			Absolute AVL 2811 Industrial Ave Midland, TX 79701 432-312-3272 henry@absoluteavl.com	
ITEM	QTY	DESCRIPTION	COST EACH	TOTAL
1		Removal and Decommission of existing equipment	$13,600.00	$13,600.00
2		Initial Design and Configuration	$5,000.00	$5,000.00
3		Equipment	$477,058.85	$477,058.85
4		Installation and Set-up	$120,900.00	$120,900.00
5		Training Costs	$5,000.00	$5,000.00
6		Documentation	$5,000.00	$5,000.00
7		Ongoing Technical Support and Maintenance	$100.00 hour	$8,160.00
8		Additional Requirements and Services- Electrical	$38,500.00	$38,500.00
9		Optional Functionality	NA	$0.00
10		Additional Costs (if any)	$28,200.00	$28,200.00
		TOTAL PROPOSAL		$701,418.85

Bidding Summary:

41 **Bid requests were issued.**

1 **Bids listed above**

1 **NO BIDS were received.**

39 **Bidders did not respond.**

City Council Meeting

Item Number: 8

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF REPLACEMENT SERVERS FOR THE DISASTER RECOVERY BACKUP SITE FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $283,728.32 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase with Presidio Networked Solutions Group, LLC through Department of Information Resources (DIR) contract DIR-TSO-3763 for the replacement servers for the Disaster Recovery Backup Site.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY22 CISD Technology Fund operating budget.

Discussion:

Staff recommends approving the purchase with Presidio Networked Solutions, LLC, through Department of Information Resources (DIR) contract DIR-TSO-3763 for the replacement servers for the Disaster Recovery Backup Site. Please see attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution approving the purchase with Presidio Networked Solutions, LLC, of Austin, Texas, through Department of Information Resources (DIR) contract DIR-TSO-3763 for a total cost of $283,728.32.

Tina Jaug

City Manager's Office

DATE: April 11, 2022

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request the approval of replacement servers for the Disaster Recovery Backup Site from Presidio Networked Solutions Group, LLC via DIR-TSO-3763

Consider a resolution approving the purchase of VXRail server infrastructure from Presidio Networked Solutions Group, LLC via DIR contract DIR-TSO-3763.

The City maintains a backup site with a separate server infrastructure for the purpose of business continuity. This ensures the City has the data to continue with critical operations in the event of a disaster at the main datacenter site, or in the event the main site is inaccessible.

The backup site server infrastructure is aged and due for replacement. The infrastructure purchase will provide a scalable system with strong reliability and performance that mirrors the environment CISD has at the primary datacenter. The solution has proven to be robust with simplified deployment and management.

The total cost for both hardware, licensing and maintenance is $283,728.32 and is budgeted in the CISD Technology Fund.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF REPLACEMENT SERVERS FOR THE DISASTER RECOVERY BACKUP SITE FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $283,728.32

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, Presidio Networked Solutions Group, LLC, has submitted a total proposed cost to the City for the purchase of replacement servers for the Disaster Recovery Backup Site, through the DIR, as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for said replacement servers through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said replacement servers through DIR;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said replacement servers from Presidio Networked Solutions Group, LLC, through the DIR, at a total cost to the City of $283,728.32.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay for said replacement servers from funds available in the FY22 CISD Technology Fund operating budget, upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PRESIDIO™

QUOTE: 2003222205132-01
DATE: 04/05/2022
PAGE: 1 of 3

TO:
City of Midland
Gorgees Eskander
300 N. Loraine
Midland, TX 79702

geskander@midlandtexas.gov
(p) 432-685-7514
(f) 432-686-1699

FROM:
Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: CITYO920
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Dual Gold CPU Configuration
Contract Vehicle: Texas DIR-TSO-3763 Dell

#	Part #	Description	Unit Price	Qty	Ext Price
1	210-APXS	VxRail P570F, All Flash	$1,685.65	4	$6,742.60
2	325-BCVU	P570F Branding	$25.77	4	$103.08
3	329-BDWH	PSNT Info	$0.00	4	$0.00
4	379-BENB	vSAN Node	$0.00	4	$0.00
5	384-BCZT	VxRail E560/F/N PV570/F S570 Firmware Lock	$0.00	4	$0.00
6	634-BYVQ	VxRail Software 7.0.240 Factory Install	$0.00	4	$0.00
7	379-BDYQ	No Transformational License Agreement	$0.00	4	$0.00
8	321-BDRB	Chassis with up to 24 x 2.5 Hard Drives including max of 4 NVMe Drives, 2CPU configuration	$421.63	4	$1,686.52
9	350-BBNR	VxRail P/V/S 570 Bezel	$69.81	4	$279.24
10	338-BSGN	Intel Xeon Gold 6240 2.6G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933	$2,271.62	4	$9,086.48
11	338-BSGN	Intel Xeon Gold 6240 2.6G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933	$2,271.62	4	$9,086.48
12	379-BDCO	Additional Processor Selected	$0.00	4	$0.00
13	370-AEVR	3200MT/s RDIMMs	$0.00	4	$0.00
14	555-BCKP	Intel X710 Quad Port 10GbE SFP+, rNDC	$397.73	4	$1,590.92
15	461-AAIM	Trusted Platform Module 2.0 V3	$60.44	4	$241.76
16	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	$88.54	4	$354.16
17	450-AFMQ	Dual, Hot-plug, Redundant Power Supply (1+1), 1600W, 250 Volt Power Cord Required for Use	$398.21	4	$1,592.84
18	470-ACPE	VxRail Small Form Factor Pluggable Cable Kit	$8.90	4	$35.60
19	389-DSWO	PowerEdge R740 CE and BIS Marking, No CCC Marking	$0.00	4	$0.00
20	634-BWRZ	HCIA RecoverPoint for VMWare for 1 node VT	$0.00	4	$0.00
21	340-BYVH	VxRail P/V/S 570 Shipping	$0.00	4	$0.00
22	343-BBFG	PowerEdge R740 Shipping Material	$0.00	4	$0.00
23	330-BBMB	Riser Config 6, 5 x8, 3 x16 slots for P/V570	$121.33	4	$485.32

24	329-BEIK	PowerEdge R740/R740XD Motherboard	$0.00	4	$0.00
25	412-AAIR	Standard 2U Heatsink	$18.27	4	$73.08
26	412-AAIR	Standard 2U Heatsink	$18.27	4	$73.08
27	370-AAIP	Performance Optimized	$0.00	4	$0.00
28	780-BCJC	No RAID for P/V570	$0.00	4	$0.00
29	405-AANK	HBA330 Controller Adapter, Low Profile	$224.40	4	$897.60
30	403-BCHP	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	$411.78	4	$1,647.12
31	385-BBKT	iDRAC9,Enterprise	$229.08	4	$916.32
32	379-BCQY	iDRAC Group Manager, Disabled	$0.00	4	$0.00
33	379-BCRF	iDRAC,Legacy Password	$0.00	4	$0.00
34	379-BCRB	DHCP with Zero Touch Configuration	$0.00	4	$0.00
35	385-BBLE	IDSDM and Combo Card Reader	$27.64	4	$110.56
36	385-BBCF	Redundant SD Cards Enabled	$0.00	4	$0.00
37	385-BBKI	64GB microSDHC/SDXC Card	$93.23	4	$372.92
38	385-BBKI	64GB microSDHC/SDXC Card	$93.23	4	$372.92
39	384-BBPY	6 Standard Fans for R740/740XD	$0.00	4	$0.00
40	350-BBJV	No Quick Sync	$27.64	4	$110.56
41	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	$0.00	4	$0.00
42	387-BBEY	No Energy Star	$0.00	4	$0.00
43	631-AACK	No Systems Documentation, No OpenManage DVD Kit	$0.00	4	$0.00
44	350-BBNT	VxRail P570F Luggage Tag	$0.00	4	$0.00
45	332-1286	US Order	$0.00	4	$0.00
46	819-0336	Dell Hardware Limited Warranty 1 Year	$244.00	4	$976.00
47	819-0401	ProSupport Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	$1,725.05	4	$6,900.20
48	819-0406	ProSupport Next Business Day Onsite Service After Problem Diagnosis, 1 Year	$541.67	4	$2,166.68
49	819-0412	ProSupport 7x24 HW Tech Support and Assistance, 3 Years	$2,624.41	4	$10,497.64
50	975-3461	Dell Limited Hardware Warranty Extended Year(s)	$0.00	4	$0.00
51	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	$0.00	4	$0.00
52	819-0613	Series-P/V, All-Flash, Add-On Support, 3 Years	$7,547.10	4	$30,188.40
53	984-3267	Custom Service	$0.00	4	$0.00
54	812-4011	ProDeploy Plus No Charge Training 200	$256.41	4	$1,025.64

55	819-2575	ProDeploy Plus Dell EMC VxRail Deployment	$3,969.21	4	$15,876.84
56	819-2576	ProDeploy Plus Dell EMC VxRail Deployment Verification	$214.38	4	$857.52
57	370-AGDS	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	$777.19	48	$37,305.12
58	400-AZQO	800GB SSD SAS ISE Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	$1,077.01	8	$8,616.08
59	400-AXSK	3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,	$1,854.63	24	$44,511.12
60	400-ADTI	PowerEdge Express Flash PCIeSSD Ready Configuration	$0.00	4	$0.00
61	492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	$9.37	8	$74.96
62	634-BSJW	VxRail VMware,vSAN Advanced, 3 Years	$0.00	8	$0.00
63	634-BSKL	VxRail HCI System Software, All-Flash, A	$5,011.24	8	$40,089.92
64	634-BRIJ	VxRail HCI System Software, Capacity Drive 3.84TB SATA, SSD	$1,003.90	24	$24,093.60
65	823-4139	ProSupport Next Business Day, vSAN, Advanced, 1 Processor, 3 Years	$1,345.40	8	$10,763.20
66	821-4503	ProDeploy Plus Add On Dell EMC RecoverPoint for Virtual Machines Remote Replication Requires ProDeploy	$4,642.08	3	$13,926.24

Sub Total:	**$283,728.32**
Grand Total:	**$283,728.32**

This quote is governed by Terms and Conditions of Texas DIR-TSO-3763 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-3763
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

City Council Meeting

Item Number: 9

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF NORTHSTAR'S SILVERBLAZE CUSTOMER WEB PORTAL PLATFORM FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT ON BEHALF OF THE CUSTOMER SERVICE DIVISION FROM NORTHSTAR UTILITIES SOLUTIONS, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR A TOTAL COST OF $129,218.00 AND ANNUAL MAINTENANCE COSTS OF $12,488.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the sole source purchase of NorthStar's Silverblaze customer web portal platform for the Customer Service Division to NorthStar Utilities Solutions, a division of N. Harris Computer Corporation.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2022 Customer Service Fund operating budget.

Discussion:

The Customer Service Division is ready to upgrade the customer web portal platform for the Utility Billing Software. NorthStar Utilities Solutions, a division of N. Harris Computer Corporation is the sole source provider of service for this Utility Data Management System. 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. Staff recommends approving a sole source purchase to NorthStar Utilities Solutions, a division of N. Harris Computer Corporation. Please see attached

memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution approving a sole source purchase of NorthStar's Silverblaze customer web portal platform for the Customer Service Division to NorthStar Utilities Solutions, a division of N. Harris Computer Corporation of Ontario, Canada for the cost of $129,218.00 plus $12,488.00 per year for maintenance costs.

Tina Daug

City Manager's Office

DATE: April 11, 2022

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of NorthStar's SilverBlaze customer web portal platform for Customer Service via a sole source purchase.

The Customer Service Division has been on the NorthStar Utility Billing platform since 2020 and has expressed the need to upgrade the customer web portal to a more robust platform. The purchase is directly through NorthStar, the only company able to offer the SilverBlaze solution by integrating with the NorthStar application.

The solution will address several areas for improvement which will positively impact the City of Midland Utility customer. This includes a direct integration with the SmartWorks Advanced Metering Infrastructure system, which provides up-to-date reads from the water meters. This integration will allow customers to set system thresholds and notifications for unusually high-water consumption.

The platform also provides a more streamlined approach for requesting to start, stop or transfer services and set payment arrangements. This approach removes the need for a citizen to have to wait for a customer service representative employee because these services and more are available to be completed online.

The pricing for the licenses and implementation services is $129,218 and will incur an additional $12,488 per year for maintenance costs. All costs are budgeted within Customer Service via account 300345-57007.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF NORTHSTAR'S SILVERBLAZE CUSTOMER WEB PORTAL PLATFORM FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT ON BEHALF OF THE CUSTOMER SERVICE DIVISION FROM NORTHSTAR UTILITIES SOLUTIONS, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR A TOTAL COST OF $129,218.00 AND ANNUAL MAINTENANCE COSTS OF $12,488.00

WHEREAS, the Customer Service Division is ready to upgrade the customer web portal platform for the utility billing software, which is only available for purchase through a sole-source provider; and

WHEREAS, the sole-source provider of said upgrade, NorthStar Utilities Solutions, a division of N. Harris Computer Corporation ("NorthStar"), submitted a total quote of $129,218.00 and an annual maintenance cost of $12,488.00, as shown on the document attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, said upgrade to the customer web portal platform is available only from NorthStar; and

WHEREAS, the City Council finds the price proposed for said upgrade and annual maintenance to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said upgrade and annual maintenance from NorthStar;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said upgrade for a total cost of $129,218.00 and make payment of the annual maintenance cost of $12,488.00 from NorthStar.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay NorthStar from funds available in the FY2022 Customer Service Fund 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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

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NORTH|STAR™
UTILITIES SOLUTIONS

Statement of Work:
SilverBlaze Implementation
City of Midland

August 20, 2021
Version 1.1

SOW VALID UNTIL: January 30, 2021

DocuSign Envelope ID: D80128B5-4D90-4FE9-99EE-D36BC3C5A80B

Revision Control

Document Title: Midland – SilverBlaze Implementation SOW

Version	Date	Author	Details / Comments
Version 1.0	2021-08-30	Pav Sekhon	Initial version of the document.
Version 1.1	2021-11-25	Pav Sekhon	Added SmartWorks threshold language and password reset link functionality.

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1 INTRODUCTION

This Statement of Work (SOW) defines the work to be performed by NorthStar Utilities Solutions, hereafter referred to as "NorthStar", an unincorporated division of N. Harris Computer Corporation, for Midland to implement the NorthStar's SilverBlaze customer web portal platform. This SOW includes a high level timeline, fees, and other terms and conditions specific to the services requested by Midland.

The purpose of this document is to provide information on the level of effort associated with the implementation.

1.1 Objective

The overall project objective is to provide Midland with a 'customer presentment' solution that will allow their customers to securely log in and view, monitor and manage their account information, interval data and historical billing and payments.

The high level objectives of this project are to:

- Install, configure and implement core SilverBlaze solution defined in section 2. This solution will be installed on a Midland NorthStar Cloud based server.
- Deliver system training designed to develop user competency with the use and configuration of the SilverBlaze solution.

Changes to this document shall be made through a change management process as described later in this SOW.

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2 SERVICE DESCRIPTION

2.1 Areas within Scope

2.1.1 Implementation Scope

All activities to be performed remotely, unless otherwise requested.

NorthStar will deploy two instances of the SilverBlaze platform and applications in the Midland environment: one Test instance and one Production instance.

2.1.2 Supported Integrations

2.1.2.1 Integration to the Billing Data

To ensure that the customer is presented with their most up to date and historical billing information, SilverBlaze integrates directly to the NorthStar CIS for billing data. This integration is also completed through the use of web services and creates a logical separation from SilverBlaze and the NorthStar CIS to ensure that security concerns are considered and respected.

2.1.2.2 Integration with Bill Print Viewer

For this implementation it has been identified that Midland uses the NorthStar SSRS Bill Presentment solution. As such, SilverBlaze will retrieve the PDF bills that are produced by NorthStar SSRS for online presentment.

2.1.2.3 Integration with Online Payment Provider Partner

With one of our certified payment providers, the SilverBlaze online integration will assist Midland with being in a position to accept credit cards and electronic checks quickly and securely. Midland's online payment processor is Paymentus. As such, SilverBlaze will interface with Paymentus to offer online payment transactions.

2.1.2.4 Interval Usage Display

For this implementation it has been confirmed that Midland uses SmartWorks' MeterSense. As such, SilverBlaze will retrieve the interval usage data via their MultiSpeak.

Interval usage thresholds are available within SilverBlaze, based on the AMI data.

2.1.3 Project Management

A NorthStar Project Manager (PM) will be the primary point of contact for Midland on the SilverBlaze implementation. The PM has the overall accountability to successfully deliver the services required for a successful SilverBlaze implementation within the agreed upon timeframe and budget. The project team

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will directly report to the PM and the PM will have the authority and support to manage the project team in the best interest of the project. The PM is also accountable for the following high-level project activities:

- Interface with Midland assigned PM.
- Conduct regular internal project meetings to ensure that all aspects of the project are understood by the team and that progress and risks are properly reported.
- Conduct regular project meetings with Midland.
- Review of project status, schedule, risks, resources as well as any other issues that may affect the success the project.
- NorthStar PM will provide a written copy of the plan, risk register, issue log, meeting agendas and meeting notes

2.1.4 SilverBlaze Installation & Configuration

- Midland will be provided with a SilverBlaze Deployment and Configuration checklist as part of the project kick off which is required to be completed by Midland in full prior to the installation of SilverBlaze.

- Midland will need to have the latest release of the NorthStar CIS deployed to production and non-production as part of the SilverBlaze installation.

- Midland will have 10 business days to complete and return the Deployment and Configuration checklist. In the event that Midland needs to extend completion of the Deployment and Configuration checklist beyond the 5 business day window NorthStar will provide a change order for the extended period.

- Midland will be required to refresh the NorthStar CIS non-production database prior to the commencement of the SilverBlaze implementation. *Should Midland require any subsequent data refreshes of the NorthStar non-production system throughout SilverBlaze testing they will need to coordinate the refresh with NorthStar to ensure none of the SilverBlaze configuration work is overwritten in error. If a refresh occurs without NorthStar's prior knowledge and set ups need to be restored a change order will be issued for the additional effort to do so.*

- This implementation of the SilverBlaze web portal includes the configuration of 5 forms;
    - Request to start service
    - Request to stop service
    - Request to transfer service
    - Request to update account information
    - Request to set payment arrangements

- The environment that has been installed, configured, and validated during the implementation will become the production environment at Go LIVE. In the event this production environment

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is required to be migrated to another server after the initial installation and prior to Go LIVE a Change Order may be applicable.

- The SilverBlaze environment that is used throughout the implementation will be installed in the DMZ and be available publicly.

2.1.5 SilverBlaze Implementation and Training

SilverBlaze Overview Session:

- The SilverBlaze Overview session is held with the core project team at the beginning of the project kick-off phase. As part of the session NorthStar will provide a walk-through of the basic functionality to assist with understanding the SilverBlaze solution and to guide the completion of the Deployment and Configuration checklist.

SilverBlaze UAT Preparation Session:

- The SilverBlaze UAT prep session will be held after NorthStar has completed the configuration and testing of the SilverBlaze application. The objective of the prep session is to reveal the configuration of SilverBlaze NorthStar produced based on the Configuration Workbook provided by Midland. Additionally, this session will introduce Midland to the documentation and tools used for UAT, allow for questions to be asked, and be a precursor to UAT's completion and acceptance sign-off by Midland.

SilverBlaze Administrator Training Session:

- SilverBlaze Administrator training will introduce Midland to features and functions available to the SilverBlaze Administrator account. This session is held with those users who will be responsible for:
    - Administration of users
    - Maintaining / updating content on the SilverBlaze portal

2.1.6 SilverBlaze User Acceptance Testing (UAT)

- NorthStar will provide a standardized test plan that will be adjusted to reflect the Utility's current service offerings, but this will not reflect the Utility's specific processes and business rules. Upon completion of testing Midland will submit a signed copy of the UAT plan confirming all areas of SilverBlaze have been successfully reviewed as a prerequisite for NorthStar to schedule the Go LIVE activities.

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- Upon completion of the Core Team configuration of SilverBlaze within the NorthStar TEST, Midland will have two (2) weeks to complete the initial round of User Acceptance Testing. During that two week period NorthStar will work with Midland to remediate all priority 1 issues. Midland will then have one (1) week of final Pre-Go LIVE testing prior to scheduling Go LIVE.

- If a project delay is encountered due to external factors outside of NorthStar's control, and User Acceptance Testing needs to extend beyond the initial two week and subsequent one week windows for UAT remediation testing NorthStar and Midland will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

2.1.7 Go LIVE Cut Over

- Upon UAT sign off, in preparation for Go LIVE, the SilverBlaze environment will be frozen and no further updates or changes will be made to the system.

- Point SilverBlaze to production end points, database(s) and integrations.

- Perform sanity testing of production environment before releasing the portal to Midland's end customers.

2.1.8 Post Go LIVE

- Create SilverBlaze non-production instance.
- Provide dedicated remote support with NorthStar Application and Technical Consultants for ten (10) business days Post LIVE before transitioning Midland back to NorthStar Support Services.

2.1.9 Customer Authentication

As part of the transition from the CC6 solution to the SilverBlaze solution, NorthStar will migrate all end consumer usernames and information with the exception of passwords. End consumer users who are already registered in CC6 will be required to create a new SilverBlaze password. Midland will be responsible for notifying users of the need for the password creation requirement as part of the SilverBlaze implementation.

SilverBlaze has the functionality to send temporary passwords. NorthStar will work with Midland on the wording of the email correspondence to ensure the process is clear to the email recipients.

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2.1.10 Midland Responsibilities

Following are the key responsibilities of Midland under this agreement:

- NorthStar provides Operational System and DBMS licenses for applications hosted in our Cloud offering. It does not include dependencies installed on the customer network (on-premise).
- NorthStar provides valid SSL certificates for applications hosted in our Cloud offering. It does not include certificates for on-premise dependencies, such as APIs or 3rd party software. If requiring a customized URL other than the default NorthStar URL, NAED is responsible to approve the certificate generation upon the Certificate Authority used by NorthStar.
- DNS (Domain Name System) configurations for domains not under NorthStar responsibility.
- Ensuring NorthStar has direct, dedicated remote technical connection capabilities with administration access to any server that the NorthStar applications reside on for the duration of the SilverBlaze project
- If the hosted application needs to connect with non-hosted application (on-premise), NAED is responsible for network configurations on the customer side to establish network communication. This configuration might include:
  - Exposing some on-premise APIs to the internet, using HTTPS, and filtering by source IP address. *NorthStar supports the HTTPS installation in NorthStar products, but the network configuration and the SSL certificate are NAED's responsibility.*
  - Installing a site-to-site VPN. NorthStar will try to use the internet over SSL and IP filtering to reduce the complexity. However, if a VPN is mandatory, NAED is responsible to provide, configure, and maintain the VPN peer on the customer side.
  - Allowing SFTP connection from the customer network to the hosted environment. This is necessary for file-based integrations other than API integration.
- Creating users at the operating system level for non-hosted application, if required
- Conducting SilverBlaze Acceptance testing
- Leading Go LIVE activities
- Timely completion of the SilverBlaze Configuration and Customization checklist

2.1.11 Engagement Completion Criteria

The Engagement is deemed completed once the SilverBlaze application has been deployed to the live environment for ten (10) business days and that any Priority 1 items raised during that period have been resolved. NorthStar has the exclusive right to classify call types according the definitions below.

Call Type	Definition
Priority 1 – Urgent or High Priority	• System Down (Software Application, Hardware, Operating System, Database) • Impacts Critical Business Function without a workaround • Performance issues of severe nature impacting critical processes.
Priority 2 – Medium Priority	• System errors that have workarounds

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	• Impact to business function is not critical:
	  • Performance issues not impacting critical processes
	  • Usability issues
	  • Workstation connectivity issues (Workstation specific)

Priority 3 – Low Priority	• Minimal or no impact to critical business function • Report formatting issues • Training questions, how to, or implementing new processes • Aesthetic issues • Issues with workarounds for large majority of accounts • Recommendations for enhancements on system changes • Questions on documentation

2.2 Areas Out of Scope

Anything in this section and not listed in the above "Areas within Scope" is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

- Auto pay (PAP) data migration
- Auto-reconnect functionality
- Migrating User passwords to SilverBlaze.
- Database maintenance and backups (as part of the SilverBlaze implementation, the SilverBlaze team will work with the customer to ensure that they understand what the requirements are for backup and frequency of backups)
- Refresh of NorthStar non-production database
- Go LIVE cutover taking place on during regular business hours. If the customer requires a Go LIVE on a weekend or weekday evening outside of business hours, a change order for the overtime work may be required.
- Training of Midland's customers.

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3 ESTIMATED TIMELINE

The estimated duration of this engagement is approximately 16 weeks. The possibility and feasibility of a reduced duration will be evaluated during the Customer Preparation phase as it will depend on availability of resources and involvement of Midland Team members. Adherence to the project plan and timeline is critical. NorthStar will prepare a formal project plan and timeline. Midland will review, provide comments on, and provide NorthStar with approval of the project plan and timeline.

There are a number of factors to be considered that will have an associated un-planned increase in effort and will therefore impact the project schedule. These factors are typically not determined until project kick-off and will be a key input into the final Go LIVE date and may result in additional cost. NorthStar will notify Midland of any increase in effort and will provide Midland with a Change Order according to section 4 Change Management Process. These factors include:

- Project Resourcing:
    - In the event that Midland staff is unable to be dedicated to the agreed upon project plan, resulting in an extension of the timeline, NorthStar will evaluate the need for a Change Order for additional Project Management and dedicated support services to extend the project timeframe.

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4 CHANGE MANAGEMENT PROCESS

NorthStar will maintain the SOW with formal documentation denoting agreed upon changes. Midland and NorthStar may propose changes to this SOW addressing services falling outside the scope of services described in this SOW ("Change"). The Change Order form must be used for all change requests. NorthStar shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order form signed by the designated representatives from both parties.

Upon identifying the need for a change, NorthStar shall submit the change on our standard Change Order form describing the change, including the impact of the change on the schedule, fees and expenses.

Within 5 consecutive business days of receipt of the change order form, Customer shall either indicate acceptance or rejection of the proposed change by signing the Change Order form or any other period of time mutually agreed to by the parties. If NorthStar is advised not to perform the change, then NorthStar shall proceed only with the original services. In the absence of Customer acceptance or rejection of the Change Order, NorthStar will not perform the proposed change.

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5 FEES & PAYMENT SCHEDULE

5.1 Fees

SilverBlaze Implementation				
License	**Unit Cost**	**Quantity**	**Total**	**Maintenance**
SilverBlaze License	$67,500	1	$67,500	*$9,675*
License Discount	$67,500	1	($67,500)	
Mobile App License	$11,250	1	$11,250	*$2,813*
License Total			**$11,250**	***$12,488***
Professional Services - Project Management - Installation & Configuration - Acceptance Testing Support - Go LIVE Cut Over - Post LIVE Support			$105,600	
Paymentus Integration	*(Included)*		N/A	
SmartWorks Integration			$6,750	
SSRS Bill Presentment Integration	*(Included)*		*N/A*	
Technology, Communication, Administration			$5,618	
Services Total			**$117,968**	
Project Total			**$129,218**	***$12,488****

*SilverBlaze Maintenance & Support fees outlined above would in addition to existing Maintenance & Support fees.

5.2 Payment Schedule

Any mutually agreed upon change controls will be billed at the standard NorthStar hourly rate when incurred. An additional amount equal of 5% of the total fees billed has been included in the fee charged to cover technology, communication and administrative costs. Price excludes any applicable taxes.

The NorthStar fees for the scope of services described in this Statement of Work, including the technology, communication and administrative fee, is $129,218 USD based on fixed price plus any travel and logistics (T&L) which may be required.

Any additional scope will be charged at the NorthStar standard hourly rate of $225.

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5.2.1 Professional Services

1. 50% on SOW signing
2. 20% on installation of SilverBlaze software in the customer environment on a non-production or production server.
3. 20% on move to production environment
4. 10% 30 days post go-live

5.2.2 License

1. 100% on SOW signing

5.2.3 Maintenance

- Maintenance fees are initially payable on installation to a non-production environment and annually thereafter. *NorthStar will prorate the maintenance based on Midland's maintenance renewal term.*

Invoices are payable upon receipt.

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

5.3 Travel and Living Expenses

The above mentioned fees do not include any travel and per diem expenses incurred for on-site visits required for this engagement.

Any travel time will be billed at $75/hour. Midland shall also pay or reimburse travel expenses plus a per diem reasonably incurred in furtherance of NorthStar duties hereunder.

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6 TERMINATION

Unless NorthStar and/or Midland exercises its right to terminate this SOW due to material breach or default, NorthStar must provide, and Midland must purchase, services from NorthStar for the items defined within this SOW.

If Midland and/or NorthStar exercises its right to terminate this SOW due to material breach or default, or Customer and/or NorthStar terminates this SOW without cause,

Customer's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to NorthStar and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to NorthStar. (if applicable)
3. Complete payment for services performed and expenses incurred prior to termination including:
    a. Any amounts previously invoiced but unpaid;
    b. Fees for services performed through the termination date which has not been invoiced; and
    c. Any approved travel and living costs.

NorthStar's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

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7 PROJECT ASSUMPTIONS

The Services, fees and delivery schedule for this engagement are based upon the following assumptions:

- Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to NorthStar during this engagement for review and consideration.
- This engagement currently has, and will continue to have, the support of senior Midland management and will be assigned sufficient priority with respect to other project to ensure its success.
- Midland will assign a lead to act as an internal resource and guide throughout this engagement.
- Midland will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required.
- Midland will provide access and support from the IT group and any other stakeholder, as deemed necessary by NorthStar throughout this engagement.
- Midland agrees to facilitate any required Midland Corporate logistics for the fulfillment of this agreement.
- Midland will secure, as required and in a timely fashion, the assistance and cooperation of third party vendors (e.g. CIS, AMI, Payment, Bill View) to ensure a successful SilverBlaze implementation. A change control may be created if the third party vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
- Third party vendor solutions are able to provide information required by the SilverBlaze as well as accept information provided by the SilverBlaze.
- All documentation provided by Midland shall be up-to-date and accurate or if that is not the case, advise NorthStar as such.
- All hardware, software, and network components supplied by Midland are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
- To minimize project costs, project work will be performed at one of the NorthStar's locations except for project activities where face-to-face is deemed more effective.
- Midland will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of NorthStar's locations. NorthStar shall abide by all rules and directions of Midland when accessing the Customer's network, facilities or systems.
- Price does not include Midland approved travel and living expenses that may be required as part of the delivery of the engagement unless specified in the contract (i.e. air, car rental, gas, per diem and hotel). NorthStar will work with Midland to identify most cost-effective accommodations for Midland on-site activities that are mutually agreed upon.
- Midland resources will be available as required for Acceptance Testing. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the NorthStar Consultant to resolve issues as required. The main purpose for this interaction is to provide a quick and consistent response to procedural issues so that the NorthStar Consultant is not required to contact a large number of Users.

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- SilverBlaze has dependencies on NorthStar CIS database and code libraries being up-to-date. Midland's non-production environment will be patched up to the latest Maintenance Release prior to deployment of SilverBlaze. Note; SilverBlaze testing phase may need to be extended based on the number of NorthStar CIS update patches required to properly update the non-production environment to the NorthStar recommended release state.

- Once the initial installation of NorthStar has been completed and connectivity has been confirmed, NorthStar strongly recommends that the environment remains static for the duration of the project. Troubleshooting performance or NorthStar functionality issues, resulting from environment changes, such as operating system updates and network modifications, is considered outside the scope of the migration project. Midland will be issued a project change order for time incurred reviewing such issues. If at any point, it is confirmed that the issue is caused by NorthStar, all service charges will be waived.

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8 DOCUMENT ACCEPTANCE AND SIGNOFF

Accepted on this day by:

City of Midland

By: DocuSigned by: Christy Weakland 7C8F1E75996942E...

Name: Christy Weakland

Title: Finance Director

Date: 12/1/2021

NorthStar Utilities Solutions

By: DocuSigned by: 3E467285D2CE41C...

Name: Sean Sykes

Title: Vice President Sales & Marketing

Date: 12/3/2021

Please sign and return this document by email to Pav Sekhon at PSekhon@harriscomputer.com.

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APPENDIX A - SILVERBLAZE – CUSTOMER PORTAL REQUIREMENTS

SilverBlaze requires its own dedicated server that meets the hardware and software specifications detailed below.

Low Volume Portal <100,000 Accounts:

Minimum Web Application Server Hardware

Processor:	2 CPU/Cores @ 2-3GHz)
Memory (RAM):	16.0 GB
Disk Space:	150 GB

Minimum Database Server Hardware

Processor:	2-4 CPU/Cores @ 2-3 GHz)
Memory (RM):	24.0 GB
Disk Space	300 GB

Medium Volume Portal >100,000 Accounts:

Minimum Web Application Server Hardware

Processor:	4 CPU/Cores @ 2-3GHz)
Memory (RAM):	32.0 GB
Disk Space:	200 GB

Minimum Database Server Hardware

Processor:	4-8 CPU/Cores @ 2-3 GHz)
Memory (RAM):	32.0 GB
Disk Space:	400 GB

Server Software:

- One of the following operating systems:
  - Microsoft Windows Server 2016 or higher
  - Linux – any current distribution

- One of the following Java Application Servers:
  - **Apache Tomcat 9.0.4 or higher (preferred option)**
  - WebSphere Application Server Express Version 8.5.5 or higher

- One of the following HTTP Servers:
  - **Apache HTTP Server 2.4 or higher (preferred option)**
  - Microsoft IIS 7.0 or higher
  - IBM HTTP Server 8.5.5 or higher

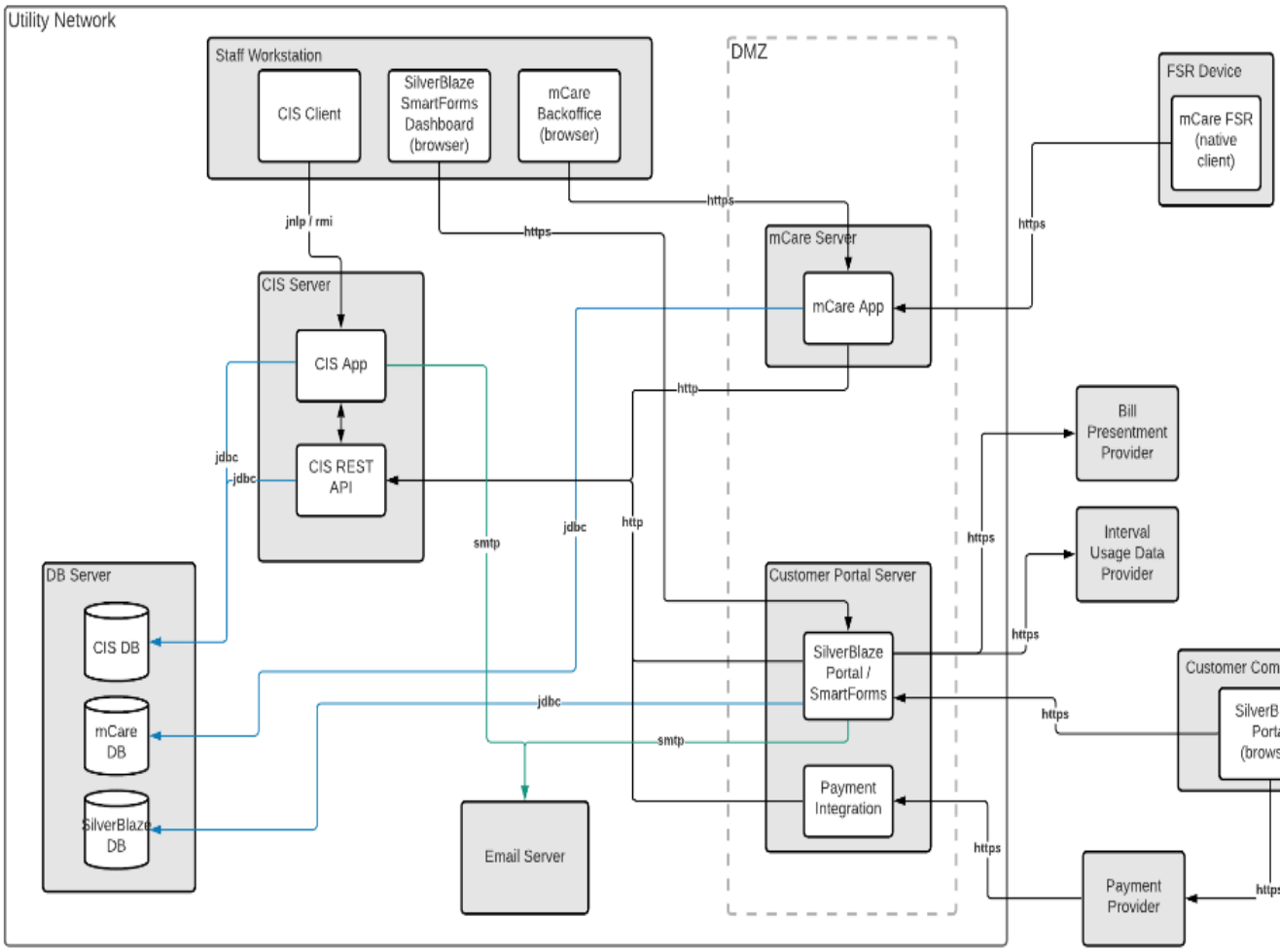
- One of the following Database Servers:
  - Microsoft SQL Server Express Version 2017 higher
  - MySQL Server 5.1.47 or higher

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Supported Browsers:

Browser	Verified Version Support
Desktop	
MS Internet Explorer	9
Google Chrome	46
Firefox	42
Safari	6
Tablet / Mobile	
iPhone/iPad	iOS 11 and higher
Android	Android 9 and higher

SilverBlaze On-Premise Deployment

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APPENDIX B – LICENSE TERMS & AGREEMENT

1. Grant of Licenses

(a) Subject to the terms and conditions herein, NorthStar hereby grants to Midland a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the NorthStar CIS computer system (the "License") in consideration for the payment of the License fees. All Releases installed by Midland are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software.

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(e) Any License granted under this SOW permits Midland to: (i) use the Software for its utility billing and related purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as Midland deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software. Access to and use of the Software by independent contractors of Midland shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by NorthStar in advance of the independent contractors' access to the Software. Midland shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(f) Software is licensed for use by the current number of NorthStar CIS customer accounts and on the current operations of Midland. Any material increase in Midland's business, such as through acquisition of another utility, would require additional licensing.

(g) Midland may purchase additional Software Licenses at the time such Licenses become necessary at NorthStar's then current prices and terms.

2. Term of License

The License commences on effective date of the SOW. The License is perpetual and of indefinite duration contingent on renewing annual support and maintenance for the License.

3. Restrictions on Use

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(a) Midland shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Midland's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, license, sell or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Midland shall be wholly liable to NorthStar for any misuse of the Software and these restrictions are absolute except as and only to the extent that this SOW may expressly permit Midland to do otherwise

(b) The Software and related materials supplied by NorthStar are protected by copyright and trademark laws. The Software is licensed and may not be resold by Midland. Any rights not expressly granted herein are reserved. Midland may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by NorthStar.

4. Ownership of Software and Confidential Information

(a) Midland acknowledges that the Software contains proprietary information and Confidential Information of NorthStar which shall, at all times, remain the property of NorthStar.

(c) Midland will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(d) In order to assist NorthStar with the protection of its proprietary information and Confidential Information and to enable NorthStar to ensure that Midland is complying with its obligations, Midland shall permit NorthStar to visit during normal business hours any premises at which the Software is used or installed and shall provide NorthStar with access to its Software. NorthStar shall provide Midland with reasonable notice of any such audit.

5. Ownership and Disposition of Documents

(b) All materials and documents which were developed or prepared by NorthStar for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of NorthStar. The parties agree that no materials or documents are being created for Midland by NorthStar under this SOW as of the effective date.

6. Warranty

(a) The Software will substantially perform as described in the Documentation for a period of ninety (90) days from installation if the Software is used in accordance with its documentation, the terms of this License and where Midland has any required programs and the hardware meets the requirements. Midland's sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software. In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by Harris, provided Midland has ongoing Support and Maintenance with Harris, Harris will make reasonable commercial efforts to provide Midland with a correction or suitable workaround. Harris reserves the right to correct any

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defects about which it is made aware and to produce in its sole discretion Software releases at a time of Harris' own choosing.

(b) Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including:

(i) where the installation, integration, modification or enhancement of the Software was not done by Harris or its authorized agent, or where Midland has taken any action which is prohibited by product documentation or this License;

(ii) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(iii) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted herein;

(iv) Midland 's failure to install a new software update necessary to cure an error or bug, for security or legislative compliance purposes or for such other reasons as Harris may determine in its sole discretion; or

(v) Any other event of force majeure.

(c) Exclusions to Warranty

(i) TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO Midland "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

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(d) Midland and Harris recognize that circumstances may arise entitling Midland to damages for breach or other fault on the part of Harris arising from this License. The parties agree that in all such circumstances Midland's remedies and Harris' liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License.

(i) BOTH PARTIES AGREE THAT HARRIS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO HARRIS BY Midland UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

(ii) IN ADDITION TO THE FOREGOING, HARRIS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR

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LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE, EVEN IF Midland HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii), ABOVE, SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

(e) The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates

7. Miscellaneous

(a) This License shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces any previous conflicting terms, written or oral, with respect to the issues addressed herein.

(b) Neither party may assign any of its rights or duties under this License without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, and sale of substantially all of its assets, merger or other change in legal status. The License shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(c) This License shall be governed by the laws of Ontario, Canada, without reference to the conflicts of law principles thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said State or Province. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this License.

(d) Section and other headings in this License are for reference purposes only and do not describe, interpret, define or limit the scope or extent of any provision hereof.

(e) The invalidity or unenforceability of any provision contained in this License shall not affect the validity or enforceability of any other provision or covenant. Any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render it valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this License shall remain in full force and effect.

NORTH|STAR™
UTILITIES SOLUTIONS

December 16, 2021

Kiara L. Taylor, Project Manager Information Systems
City of Midland
601 N. Loraine RM 101
Midland, TX P.O. Box 1152 USA

RE: SilverBlaze Customer Portal

NorthStar Utilities Solutions and the City of Midland have enjoyed a working relationship, with the NorthStar Customer Information System (CIS) enabling Midland to provide reliable billing and excellent support services to their customers for three years. The City of Midland also utilizes the NorthStar Automation Platform, mobile service order management (mCare) and enterprise reporting (ReportsAnywhere) in their daily routines.

NorthStar is a business unit within Harris Computer, a market leading enterprise software company that serves 66,703 customers with 5,900 employees across four verticals: Public Sector, Healthcare, Utilities and Private Sector. In addition to being the largest provider of Customer Information Systems in North America, the Harris Utilities Group (HUG) has a broad portfolio of solutions that support the day to day delivery of services critical to municipal utilities.

As part of Harris's commitment to innovation and providing its customers with the systems they require to meet the needs of their communities, ongoing investments are made in the development of these solutions, as well as, the acquisition of new innovative companies.

As part of this ongoing commitment to innovation, Harris recently purchased SilverBlaze, a market leading customer portal with a broad set of billing and payment options that directly improve collection capabilities and customer experiences. Furthermore, it provides a robust platform to communicate important information such as changes to billing rates, outages and new programs designed to improve the delivery of service.

The acquisition of SilverBlaze and integration with the NorthStar CIS provides the City of Midland with a natural upgrade path to replace their existing CustomerConnect 6 solution. Although the CustomerConnect 6 application has performed reliably over the past three years, it is time for the city to explore new options that present modern architectures and feature sets in within solutions like SilverBlaze.

As a NorthStar customer, detailed below are several key differentiators and benefits to the City of Midland if they chose to migrate to SilverBlaze over other similar applications.

1. Smart Forms - a self-service automation tool that sits alongside the SilverBlaze Customer Portal. Smart Forms automate customer requests (i.e. New Customer, Move Out, Transfer Service, Update Mailing Address, Service Request, etc.) and approval processes which eliminate inefficient and manual processing by City of Midland staff. Individual forms can be configured to specify business processes exclusive to each utility. As a customer completes a form online, the software contains soft coded business rules the allow forms to be intelligently routed between the web portal and CIS without the involvement of a customer service representative (CSR). The depth of this functionality is not available from other vendors in the market.

2. First party integration versus third party – the integration API that connects the CIS and SilverBlaze web portal extends standard, out of the box functionality without the need for customization. As SilverBlaze releases new product functionality, NorthStar REST API end points can be added and supported in parallel with NorthStar product release cycles as planned in the road map. Although API's are made available to outside web portal vendors, there are potential risks associated with the third party applications capacity to support similar features other members of the NorthStar customer base would have access to through SilverBlaze. Furthermore, there are delays delivering key functionality by third party applications associated with custom development and testing, activities that would require the City of Midland to coordinate and be responsible for.
3. Integration with other Harris CIS platforms – Harris has purchased SilverBlaze to be the default web portal for all of its CIS solutions. Should the City of Midland choose to exercise the Harris Customer For Life guarantee and migrate to another Harris CIS, the SilverBlaze platform will support integration with the chosen CIS.
4. Backward compatibility of the API in a customer facing portal is critical to ensure uptime of the platform. With other 3rd party vendors, API integrations can be varied in their approach and difficult to maintain. This destabilizes the API's and risks unplanned downtime for utility IT and Customer Service staff. Through best effort, when Midland chooses to update to a new maintenance version of either the SilverBlaze web portal or NorthStar CIS, a previous version of one can work with the updated version of the other, allowing a single version to work the same way with future versions of the other. NorthStar's integration approach avoids any unplanned or emergency downtime and the sporadic volume of calls and customer mistrust of the systems that follow a system outage.

In summary, SilverBlaze is the natural upgrade path from NorthStar's CustomerConnect 6 solution, delivered and support by your trusted vendor partner of over three years. SilverBlaze offers City of Midland key differentiating product functionality that delivers significant value, with reduced overall risk. We remain committed to your success and are pleased to offer City of Midland with a sole source option for modern, robust consumer engagement that will further empower your staff and customers.

Respectfully,

Sean Sykes, VP of Sales & Marketing
NorthStar Utilities Solutions
Phone: 613-226-5511 ext. 2162
Email: SSykes@harriscomputer.com

City Council Meeting

Item Number: 10

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A AND 4, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO PURCHASE SAID PROPERTY AND HOLD THE CLOSING; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the City Manager to purchase an approximate 6.215 acre tract of land described as Lot 3A & Lot 4, Block 6, Westridge Park, Section 44, being a replat of all of Lot 3, Block 6, Westridge Park Addition, Section 31, City and County of Midland, Texas (generally located at Champions Drive and Loop 250); authorizing the City Manager to negotiate, execute and file all documents necessary to purchase said tract, purchase a title insurance policy and hold the closing; and ordering the City Secretary to record, or ensure that the title company records the instrument of conveyance.

Recommended City Council Action:

Approve

Fiscal Impact:

$4,602,931.00 will be appropriated from the Sports Complex Unappropriated Fund Balance.

Discussion:

Staff is requesting approval to purchase an approximate 6.215 acre tract of land described as Lot 3A & Lot 4, Block 6, Westridge Park, Section 44, being a replat of all of Lot 3, Block 6, Westridge Park Addition, Section 31, City and County of Midland, Texas (generally located at Champions Drive and Loop 250) for $4,602,931.00; and to authorize the City Manager to negotiate, execute and file all documents necessary to purchase said tract, purchase a title insurance policy and hold the closing; and order the City Secretary to record, or ensure that the title company records the instrument of conveyance.

Tina Gaug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A AND 4, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO PURCHASE SAID PROPERTY AND HOLD THE CLOSING; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID PURCHASE

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to purchase, on behalf of the City of Midland, certain real property described as Lots 3A and 4, Block 6, Westridge Park Addition, Section 44, City and County of Midland, Texas (the "*Property*"); and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to negotiate, execute and file all documents necessary to purchase the Property and hold the closing;

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 Property on behalf of the City of Midland.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate, execute and file all documents necessary to purchase the Property and hold the closing.

SECTION THREE. That the sum of $4,602,931.00 is hereby appropriated in the Sports Complex Unappropriated Fund Balance for the purchase of the Property.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay for the purchase of the Property from funds appropriated herein.

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. A copy of said

instrument of conveyance shall be maintained on file in the City Secretary'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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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:

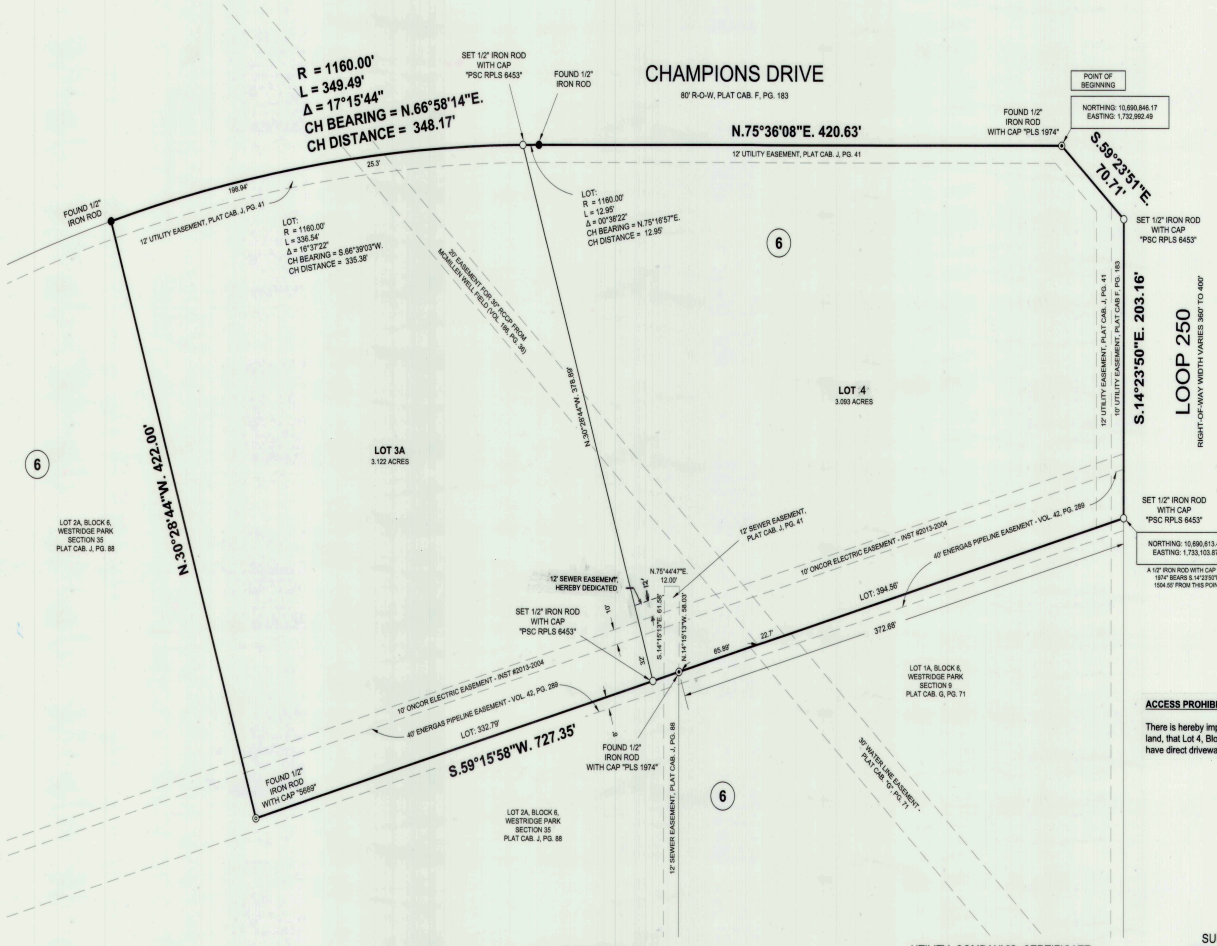
_____
John Ohnemiller, City Attorney

WEST RIDGE PARK SECTION 44

Being a re-plat of all of Lot 3, Block 6, Westridge Park Addition Section 31 City and County of Midland, Texas

SCHARBAUER SPORTS COMPLEX

Lot 4, Block 5
Westridge Park Addition
Section 6,
Cabinet "F", Page 183,
P.R.M.C.



STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, FP WESTRIDGE ENERGY PLAZA, LP. is the record owner of Lot 3, Block 6, Westridge Addition, Section 31, City and County of Midland, and more particularly described, shown on the plat hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, FP WESTRIDGE ENERGY PLAZA, LP. do hereby adopt this plat designating the herein above described property as **WESTRIDGE PARK ADDITION, SECTION 44** 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 Houston, Texas, this the 18 day of August 2021.

By: _____
JESS ARNOLD Vice President

STATE OF TEXAS :
COUNTY OF TARRANT :

This instrument was acknowledged before me on 8-18 2021 by JESS ARNOLD on behalf of FP WESTRIDGE ENERGY PLAZA, LP.

_____
Notary Public Signature

Dena Sorrells
My Commission Expires
08/14/2023
ID No. 130591755

Proposed Plat Limits
Easement (See plat for details)
Proposed Lot Line

WLE = Water Line Easement
DRE = Drainage Easement
UEE = Underground Electric Easement

OWNER & DEVELOPER:

FP WESTRIDGE ENERGY PLAZA, LP
1885 St. James Place, Suite 1100
Houston, Texas 77056

ENGINEER:

Parkhill, Smith & Cooper, Inc.
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

ACCESS PROHIBITED NOTE:

There is hereby imposed a restriction, which shall run with the land, that Lot 4, Block 6 on Loop 250 Right-of-Way shall not have direct driveway access to said Right-of-Way.

FLOOD ZONE INFORMATION

Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 480477, Map Number 48329C0182F, Panel 182 of 525, revised September 16, 2005, the surveyed property is not located in a Special Flood Hazard Area. According to the map, the current flood zone classification for the surveyed property is Zone X.

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. A blanket easement of ingress and egress is hereby granted for Westridge Section 44 to the City of Midland for garbage and trash collection and location and maintenance of trash containers, save and except those areas occupied by a building or structure. Said easement is conditioned such that no construction shall commence on said lot until exact location of said containers and the easements in connection therewith have been selected and approved by the director of utilities.
3. 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.
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.

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

Jeffrey R Henderson — Digitally signed by Jeffrey R Henderson Date: 2021.08.24 12:26:58 -05'00'
Oncor Electric Delivery Service (PLEASE PRINT)

AT&T Texas (PLEASE PRINT)

Mark Lieb
Atmos Energy (PLEASE PRINT)

Luis.Montez — Digitally signed by Luis.Montez Date: 2021.08.23 16:08:41 -05'00'
SuddenLink Communications (PLEASE PRINT)

Grande Communications (PLEASE PRINT)

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.

STATE OF TEXAS REGISTERED SAMUEL WYATT 6453 LAND SURVEYOR

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.

This is to certify that the above and foregoing plat of WESTRIDGE PARK, SECTION 44 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the 7th day of September 2021.

Chairman - PRINT NAME — Secretary - PRINT NAME Elizabeth Shaughnessy

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 28132 CABINET M
DATE 9/9/2021 PAGE 186

WEST RIDGE PARK SECTION 44

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

City Council Meeting

Item Number: 11

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE MOMENTUM BANK BALLPARK RENOVATIONS AND IMPROVEMENTS PROJECT FOR THE COMMUNITY SERVICES DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID PROJECT; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL. (DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Motion authorizing the City Manager or the City Manager's designee to advertise a request for competitive sealed proposals for the Momentum Bank Ballpark Renovations and Improvements Project for the Community Services Department and to negotiate a contract for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

Please consider approval of a motion approving plans and specifications and authorizing advertisement for a request for competitive sealed proposals for the Momentum Bank Ballpark Renovations and Improvements for the Community Services Department. Please see the attached memo from Cristina Burns, Community Services Director, for more information.

City Manager's Office

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: April 28, 2022
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Request for Proposals - Momentum Bank Ballpark Renovation Project

The Midland RockHounds have made the City of Midland aware of multiple requirements by Major League Baseball to renovate and improve the facilities at Momentum Bank Ballpark to meet current MLB standards. Through a task order with Parkhill, plans have been prepared to address the needed renovations to the facilities and the field.

The plans and specifications are now complete and Community Services is seeking approval to issue the Requests for Proposals for the renovations at Momentum Bank Ballpark. Areas of improvement include expansion and renovations of the home and visitor's club houses, addition of dugout shades, and grading and drainage on the field.

Proposals will be due on June 8, 2022. The submittals will be scored and evaluated by a scoring committee and then a recommendation to award the proposal will be presented to Council. The schedule for the work requires starting work in August and completion is expected in February, in time for the 2023 baseball season.

The construction cost budget for the project is estimated at approximately $1,335,000.00. Funds are available in the Sports Complex unappropriated fund.

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

Momentum Bank Ballpark Renovations and Improvements

Midland, Texas

April | 2022

Parkhill Project # 03614721

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00 31 43 Permit Application
00 42 00 Proposal Form
00 43 00 Procurement Form Supplements
00 52 00 Agreement Form
00 54 10 Weather Table-Midland
00 80 10 Owner Documents

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01 20 00 Price and Payment Procedures
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05 21 00 Steel Joist Framing
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This document is released on April 25, 2022 for the purpose of interim review under the authority of Ronald Ashley Coco, R.A., Texas license # 15122. It is not to be used for regulatory approval, construction, bidding or permit purposes.
Parkhill

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23 31 00 HVAC Ducts and Casings
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26 05 05 Selective Demolition for Electrical
26 05 13 Building Wire and Cable
26 05 19 Equipment Wiring Systems
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26 05 53 Electrical Identification
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Not Used

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31 14 13 Soil Stripping and Stockpiling
31 20 00.10 Earth Moving for Facility

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32 18 23.13 Baseball Field Surfacing
32 18 23.16 Natural Baseball Field Surfacing
32 84 00 Planting Irrigation
32 92 00 Turf and Grasses

DIVISIONS 33 - 48

Not Used

DESIGN PROFESSIONAL RESPONSIBLITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 03 - CONCRETE

03 30 00 Cast-in-Place Concrete

DIVISION 05 - METAL

05 12 00 Structural Steel Framing
05 21 00 Steel Joist Framing
05 31 00 Steel Decking

DIVISION 31 - EARTHWORK

31 20 00.10 Earth Moving for Facility

This document is released on April 25, 2022 for the purpose of interim review under the authority of Zachary J. Garrett P.E., Texas license # 127398. It is not to be used for regulatory approval, construction, bidding or permit purposes.
Parkhill
F-560

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 61 16 Solid Surface Wall Surrounds and Shower Pan

DIVISION 09 - FINISHES

09 51 13 Acoustical Panel Ceilings
09 65 13 Resilient Base and Accessories
09 65 16 Resilient Sheet Flooring
09 65 66 Resilient Athletic Flooring
09 67 23 Acrylic Floor Coatings
09 68 13 Tile Carpeting
09 72 20 Decorative Fiberglass Reinforced Wall Panels
09 91 23 Interior Painting

DIVISION 10 - SPECIALTIES

10 21 13.19 Plastic Toilet Compartments

DIVISION 12 - FURNISHINGS

12 36 16 Metal Countertops

This document is released on April 25, 2022 for the purpose of interim review under the authority of Elizabeth A. Morgan, R.I.D., Texas license # 11693. It is not to be used for regulatory approval, construction, bidding or permit purposes.
Parkhill

DESIGN PROFESSIONAL RESPONSIBLITY

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

DIVISION 26 - ELECTRICAL

26 05 00	Basic Electrical Methods
26 05 05	Selective Demolition for Electrical
26 05 13	Building Wire and Cable
26 05 19	Equipment Wiring Systems
26 05 26	Grounding and Bonding
26 05 29	Supporting Devices
26 05 33.13	Conduit for Electrical Systems
26 05 33.16	Boxes for Electrical Systems
26 05 53	Electrical Identification
26 27 26	Wiring Devices
26 51 00	Interior Lighting

This document is released on April 25, 2022 for the purpose of interim review under the authority of Isaac N. Aguilar, P.E., Texas license # 117619. It is not to be used for regulatory approval, construction, bidding or permit purposes.
Parkhill
F-560

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 22 - PLUMBING

22 05 29	Hangers and Supports for Plumbing Piping and Equipment
22 07 00	Plumbing Insulation
22 11 00	Facility Water Distribution
22 13 00	Facility Sanitary Sewerage
22 40 00	Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING

23 05 00	General Mechanical Requirements
23 05 00.20	Basic Mechanical Materials and Methods
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 53	Identification for HVAC and Plumbing Piping and Equipment
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 00	HVAC Insulation
23 11 23	Facility Natural-Gas Piping
23 23 00	Refrigerant Piping
23 31 00	HVAC Ducts and Casings
23 33 00	Air Duct Accessories
23 34 00	HVAC Fans
23 37 00	Air Outlets and Inlets
23 81 26.10	Ductless Split-System Air Conditioners
23 82 39	Unit Heaters

This document is released on _____ __, 2022 for the purpose of interim review under the authority of Bradley Blount, P.E., Texas license # 115111. It is not to be used for regulatory approval, construction, bidding or permit purposes.
Parkhill
F-560

DESIGN PROFESSIONAL RESPONSIBLITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 14 13	Soil Stripping and Stockpiling
32 18 23.13	Baseball Field Surfacing
32 18 23.16	Natural Baseball Field Surfacing
32 84 00	Planting Irrigation
32 92 00	Turf and Grasses

This document is released on April 25, 2022 for the purpose of interim review under the authority of Ty Foster Sisco, R.L.A., Texas license # 2270. It is not to be used for regulatory approval, construction, bidding or permit purposes.
Parkhill

DOCUMENT 00 01 15 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Momentum Bank Ballpark Facility Renovations and Improvements, dated April 25, 2022, as modified by subsequent Addenda and Contract modifications.

B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

SHEET NUMBER	SHEET NAME
G-001	Cover Sheet & Index
G-011	Symbols, Legends & Abbreviations
G-021	Accessibility Standards
G-022	Accessibility Standards
G-101	Code Information
C-101	Existing Plat
CD101-A	Areas A & B Demolition Plan
CD101-B	Baseball Field Demolition Plan
CE101	Erosion Control Plan
CE501	Erosion Control Details
CG101-A	Areas A & B Grading Plan
CG101-B	Baseball Field Grading Plan
CG501	Grading Details
CG502	City of Midland Grading Details
CS101	Overall Site Plan
CS10101-A	Areas A & B Site Plan
CS101-B	Baseball Field Site Plan
CS501	Site Plan Details
CS502	City of Midland Site Plan Details
L-101	Landscape Demolition Plan
L-102	Landscape Site Plan
L-103	Landscape Grading Plan
L-501	Landscape Details
S-001	General Notes
S-002	Typical Foundation Details
S-003	Typical Framing Details
S-004	Typical Masonry Details
S-005	Special Inspections IBC 2018
S-111	Foundation Plans And Details
A-002	Interior Partition Schedule
A-101A	Demolition Plan - Visitors Club House Remodel
A-101D	Demolition Plan - Home Club House Remodel

SHEET NUMBER	SHEET NAME
A-111A	Floor Plan - Visitors Club House Remodel
A-111D	Floor Plan - Home Team Club House Remodel
A-131A	Reflected Ceiling Plan - First Floor - Area A
A-131D	Reflected Ceiling Plan - First Floor- Area D
A-141A	Roof Plan Visitors Club House
A-141D	Roof Plan Home Club House
A-201A	Exterior Elevations_ Building A
A-201D	Exterior Elevations_Building D
A-211	Interior Elevations
A-301	Building Sections
A-311	Wall Sections
A-312	Millwork Sections
A-401	Enlarged Plans
A-501	Details
A-502	Envelope Details
A-503	Envelope and Special Details
A-601	Door & Glazing Schedule
S-112	Roof Framing Plans And Details
I-100	Interior Material Legend, Abbreviations and Finish Plans
P-111A	Plumbing Plan - First Floor - Visitors Club House
P-111D	Plumbing Plan - First Floor - Home Club House
P-601	Plumbing Details & Schedules
M-001	Mechanical Abbreviations & Legends
M-111A	Mechanical Plan - Visitors Club House
M-111D	Mechanical Plan - Home Team Club House
E-001	Electrical Abbreviations & Legend
E-101	Electrical Demolition Plans
E-111	Lighting Plans
E-121	Power Plans
E-122	Mechanical Equipment Power Plans
E-131	Communications Plans
E-601	Electrical Schedules
R-100	General Information
R-101A	Enlarged Expansion Joints
R-101B	Enlarged Expansion Joints
R-102	Enlarged Roof Plan
R-103	Enlarged Roof Plan
R-201	Roof Details

END OF DOCUMENT

DOCUMENT 00 11 20 - REQUEST FOR PROPOSALS

1.1 OWNER

City of Midland
300 North Loraine Street
Midland, Texas 79701

1.2 PROJECT

Momentum Bank Ballpark Renovations and Improvements

1.3 ARCHITECT

Parkhill
1700 W. Wall, Suite 100
Midland, Texas 79701
432.697.1447
Attn: R. Ashley Coco, AIA

1.4 DESCRIPTION

A. You are invited to submit a stipulated sum proposal on the attached forms for General Construction Work including mechanical, plumbing, electrical, Work and for furnishing of all labor, materials, services and equipment necessary for and incidental to the Work as called for on the Drawings and in the Project Manual.
B. Proposers may submit a proposal for the Work either individually or combined as indicated on the Proposal Form.
C. A contract will be awarded based on the proposal offering the best value to the Owner for the Project.

1.5 BASIS OF PROPOSALS

A. Owner will be utilizing the competitive sealed proposal procurement method as authorized by Texas Government Code, Title 10, Subtitle F., Chapter 2269, Subchapter D. The selection criteria used to evaluate each proposer's proposal is stipulated below in paragraph "D. Selection Criteria and Points."
B. The construction cost budget for this Project is approximately $1,335,000.00.
C. Proposals shall be made on a stipulated sum basis on the attached Proposal Forms.
D. Selection Criteria and Points.
    1. (0-40 points) Construction Price - Base Proposal.
    2. (0-20 points) Construction Time.
    3. (0-10 points) Resume of Project manager.
    4. (0-10 points) Resume of job superintendent.
    5. (0-10 points) Past and current experience on Projects of similar scope, size, complexity, and location. Include the following information: Owner, Project Name, Date Completed, Project Duration, Proposal Cost, Final Cost, Project Manager and Job Superintendent. If a current employee constructed the Project while working for a different employer clearly delineate that relationship.

6. (0-10 points) List of all litigation, claims, or lawsuits made against your company, an Owner or Architect in which you were the contractor, including any Projects that your company failed to fulfill the terms of the contract with an Owner in the last five years. Provide status of each.
7. Letter of Intent to issue Performance and Payment Bonds from proposer's bonding company listing availability of current bonding capacity and amount of Work currently under bond.
8. Ranking and selection of the proposers will be based on the scoring and evaluation of the listed selection criteria determined to provide the best value to the Owner.

E. Additional Requirements
1. For the Project Manager and Job Superintendent, provide the following for each:
   a. Daily responsibilities for the Project.
   b. Formal education level.
   c. History of Work experience.
   d. Personal references including name, position, owner, current telephone number and email address.
2. In addition to requirements of the proposal documents, Owner may require additional information to establish responsibility of Proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, Proposer must submit all data to the Owner. Owner may also consider and use as part of the evaluation the operating costs, maintenance requirements, performance data and guarantees of major items of material and equipment proposed for incorporation in the Work when such data is required to be submitted in the proposal documents or prior to the award of the contract.
3. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of Proposer, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the proposal documents to Owner's satisfaction within the prescribed time.

1.6 SUBMISSION OF PROPOSALS

A. Address to: City of Midland
Attn: City Secretary's Office
300 North Loraine Street
Midland, TX 79701
or Mail to:

B. Location: City of Midland
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

C. Date: June 8, 2022

D. Time: 2:00 p.m., local time.

E. Proposals received after the submission time on the due date will not be accepted and will be returned unopened to Proposer.

1.7 PROPOSAL DOCUMENTS

A. Proposal Documents may be examined at the Architect's office and at the following plan rooms:
   1. Dodge Data & Analytics
      806.794.2722
      Kim.mccallon@construction.com
   2. AGC Plan Room
      4500 W Illinois, Suite 201
      Midland, Texas 79703
      432.520.2220
      midland@wtagc.org
   3. Odessa Plan Room
      2706 Henderson
      Odessa, Texas 79764
      432.337.0912
      Odessaplanroom@gmail.com
   4. AGC-Abilene
      3125 S. 27th
      Abilene, Texas 79605
      325.676.7447
      wtagc@sbcglobal.net

B. Proposers may secure copies of Proposal Documents as follows:
   1. By contacting Elizabeth Hollenbeck at ehollenbeck@parkhill.com. Additional information can be found at https://parkhill.com/projects-for-bid.
   2. Download documents (.PDF file extension format) from Parkhill's Info Exchange web site after registering as a plan holder with issuing Parkhill office. There is no cost or deposit required for this option.

C. Only Proposers who obtain Proposal Documents through Parkhill will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.

1.8 ADDENDA

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

B. Addenda will not be faxed to document holders.

1.9 PRE-PROPOSAL CONFERENCE

A. A pre-proposal conference will be held on Monday, May 16, 2022 at the Project site at 2:00 p.m. local time. Attendance by Proposers is not mandatory.

1.10 PROPOSAL SECURITY

A. Proposal security in the sum of 5 percent of the total proposal amount and in the form of a cashier's check, certified check, or Surety Proposal Bond, shall accompany all proposals as stipulated in the Instructions to Proposers.

1.11 OPENING OF PROPOSALS

A. Proposals will be publicly opened in the City Council Chambers immediately after closing of proposal time to identify the names of the proposer and their respective proposed contract amount. Other contents of the proposals will be afforded security sufficient to preclude disclosure of contents prior to award or rejection action.

B. After opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the published selection criteria described in section titled BASIS OF PROPOSALS. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Owner may discuss with the selected proposer, offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, the Owner shall not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.

C. If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked proposer, the Owner will terminate discussions with that proposer. The Owner will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.

D. The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.

E. The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any proposer.

F. The Owner agrees that if the Contract is awarded, it will be awarded to the proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

1.12 FORMALITIES

A. The City of Midland reserves the right to waive irregularities and to reject all proposals.

1.13 APPLICABLE GOVERNING LAWS AND REGULATIONS

A. In accordance with the Instruction to Proposers, all proposers shall comply with State Labor Laws concerning wage rates Texas Family Code concerning affidavit of eligibility to submit proposals non-discrimination in employment and employment of historically underutilized businesses.

END OF SECTION

DOCUMENT 00 21 16 - INSTRUCTIONS TO PROPOSERS

ARTICLE 1 - DEFINITIONS

1.1 Proposal Documents include the Proposal Requirements and the proposed Contract Documents. The Proposal Requirements consist of the Request for Proposals, Instructions to Proposers, the proposal form, and other sample proposal and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Contract Documents are applicable to the Proposal Documents.

1.3 Addenda are written, or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.

1.4 A Proposal is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents.

1.5 The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Proposal Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Proposals.

1.6 An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.

1.8 A Proposer is a person or entity who submits a Proposal.

1.9 A Sub-proposer is a person or entity who submits a proposal to a Proposer for materials, equipment or labor for a portion of the Work.

ARTICLE 2 - PROPOSER'S REPRESENTATIONS

2.1 The Proposer, by making a Proposal, represents that:

2.1.1 The Proposer has read and understands the Proposal Documents and the Proposal is made in accordance therewith.

2.1.2 The Proposer has read and understands the Proposal Documents or contract documents, to the extent that such documentation relates to the Work for which the Proposal is submitted.

2.1.3 The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.

2.1.4 The Proposal is based upon the materials, equipment and systems required by the Proposal Documents without exception.

2.1.5 By submitting proposal, each proposer agrees to waive any claim it has or may have against the Owner, the Architect, the Engineer and their respective employees and offices, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

ARTICLE 3 - PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 Proposers may obtain complete sets of the Proposal Documents from Parkhill as stated in the Request for Proposals.

3.1.2 Proposal Documents will be issued directly to Subproposers or others unless specifically offered in Request for Proposals.

3.1.3 Proposers shall use complete sets of Proposal Documents in preparing Proposals; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

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

3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

3.2.1 The Proposer shall carefully study and compare the Proposal Documents with each other, and with other work being proposal concurrently or presently under construction to the extent that it relates to the Work for which the Proposal is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Proposers and Sub-proposers requiring clarification or interpretation of the Proposal Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Proposals.

3.2.3 Interpretations, corrections and changes of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in another manner will not be binding, and Proposers shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Architect at least 7 days prior to the date for receipt of Proposals. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including Drawings, performance and test data, and other information necessary for an evaluation. An item by item (line by line) comparison of each item listed in the specification shall be compiled and submitted comparing specified material/product with proposed substitution. A statement setting forth changes in other material, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. Architect's approval is for manufacturer only, and not specific material, system or equipment. Approved manufacturer's material, system or equipment is subject to additional and final review after award of contract and submitted for Architect's approval during Construction Administration submittal/shop drawing review process. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner.

3.4 ADDENDA

3.4.1 Addenda will be issued via the Architect's Newforma Info Exchange website or via mail (if internet service is not available) to all who are known by the issuing office to have received a complete set of Proposal Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than 2 days prior to the date for receipt of Proposals except an Addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.

3.4.4 Only Proposers who obtain Proposal Documents through Parkhill will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.

3.4.5 Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and the Proposer shall acknowledge their receipt in the Proposal.

ARTICLE 4 - PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

4.1.1 Proposals shall be submitted on forms identical to the form included with the Proposal Documents.

4.1.2 All blanks on the proposal form shall be filled in by typewriter or manually, in ink.

4.1.3 Where so indicated by the makeup of the proposal form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

4.1.5 All requested Alternates shall be proposed. If no change in cost to the Base Proposal is required, mark "No Change."

4.1.6 Where two or more Proposals for designated portions of the Work have been requested, the Proposer may, without forfeiture of the proposal security, state the Proposer's refusal to accept award of less than the combination of Proposals stipulated by the Proposer. The Proposer shall make no additional stipulations on the proposal form nor qualify the Proposal in any other manner.

4.1.7 Each copy of the Proposal shall include the legal name of the Proposer and a statement that the Proposer is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

4.1.8 All costs associated with the preparation, submission and delivery of Proposal is the sole responsibility of the Proposer.

4.2 PROPOSAL SECURITY

4.2.1 Each Proposal shall be accompanied by a proposal security as stipulated in the Request for Proposals, in the form and amount required, pledging that the Proposer will enter into a Contract with the Owner on the terms stated in the Proposal and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Proposer refuse to enter into such Contract or fail to furnish such bonds, the amount of the proposal security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the proposal security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.1.

4.2.2 The surety bond shall be written on AIA Document A310, Proposal Bond, or a similar standard form of the Surety, and the attorney-in-fact who executes the bond on behalf of the Surety, shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the proposal security of Proposers to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Proposals may be withdrawn, or (c) all Proposals have been rejected.

4.3 SUBMISSION OF PROPOSALS

4.3.1 All copies of the Proposal, the proposal security and other documents required to be submitted with the Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as indicated in the Request for Proposals and shall be identified with the Project name, the Proposer's name, and address and, if applicable, the designated portion of the Work for which the Proposal is submitted. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

4.3.2 Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals. Proposals received after the time and date for receipt of Proposals will be returned unopened.

4.3.3 The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

4.3.4 Oral, telephonic or telegraphic Proposals are invalid and will not receive consideration.

4.3.5 The Proposer shall be responsible for all costs associated with preparing the Proposal Document response. The Owner and Architect shall not incur any costs associated with the production and printing of the Proposal Document and post proposal information.

4.3.6 The Proposer shall prepare 6hard copies and 1 copy in pdf. on a USB flash drive of his proposal information which will be sealed in an opaque envelope.

4.4 MODIFICATION OR WITHDRAWAL OF PROPOSAL

4.4.1 A Proposal may not be modified, withdrawn, or canceled by the Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, and each Proposer so agrees in submitting a Proposal.

4.4.2 Prior to the time and date designated for receipt of Proposals, a Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telegram; if by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals. A change shall be so worded as not to reveal the amount of the original Proposal.

4.4.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

ARTICLE 5 - CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

5.1.1 As stated in the Request for Proposals, the properly identified Proposals, received on time, will be opened publicly and will be read aloud. An abstract of the same information may, at the discretion of the Owner, be made available to the Proposers within a reasonable time.

5.2 REJECTION OF PROPOSALS

5.2.1 The Owner shall have the right to reject any, or all Proposals, reject a Proposal not accompanied by a required proposal security, or by other data required by the Proposal Documents, or reject a Proposal which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF PROPOSAL (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Proposer provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal which, in the Owner's judgment, is in the Owner's own best interests. The issuance of this request for proposals does not obligate the Owner to enter into a contract.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Proposal Documents, and to determine the low Proposer on the basis of the sum of the Base Proposal and Alternates accepted.

5.3.3 Each proposer agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

ARTICLE 6 - POST-PROPOSAL INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Proposers to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305-2020, Contractor's Qualification Statement, Exhibit A, Exhibit B (except for paragraph B.1) and Exhibit C (except for paragraph C.2). Exhibits D and E are not required.

6.2 OWNER'S FINANCIAL CAPABILITY

6.2.1 The Owner shall, at the request of the Proposer to whom an award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Proposals, furnish to the Proposer reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Proposer will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

6.3.1 The Proposer shall, as soon as practicable, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

6.3.1.1 a designation of the Work to be performed with the Proposer's own forces:

6.3.1.2 names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

6.3.1.3 names of subcontractors, persons, or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Proposer will be required to establish, to the satisfaction of the Architect and Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Proposal Documents.

6.3.3 Prior to the award of the Contract, the Architect will notify the Proposer in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Proposer. If the Owner or Architect has reasonable objection to a proposed person or entity, the Proposer may, at the Proposer's option, (1) withdraw the Proposal, or (2) submit an acceptable substitute person or entity, with an adjustment in the Base Proposal or Alternate Proposal to cover the difference in cost occasioned by such substitution. The Owner may, accept the adjusted proposal price or disqualify, the Proposer. In the event of either withdrawal or disqualification, proposal security will not be forfeited.

6.3.4 Persons and entities proposed by the Proposer and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The Proposer shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

7.1.2 The cost shall be included in the Proposal.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Proposer shall deliver the required bonds to the Owner prior to the execution of the Contract.

7.2.2 The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond or the Bonding Company's standard bond forms. Both bonds shall be written in the amount of the Contract Sum.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Proposer shall require the attorney-in-fact who executes the required bonds on behalf of the surety, to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 - INSURANCE

8.1 INSURANCE REQUIREMENTS

8.1.1 The Proposer shall furnish insurance in the types and amount of coverage required, and shall be secured from sources as defined in the Owner/Contractor Agreement.

8.1.2 The cost shall be included in the Proposal.

8.2 TIME OF DELIVERY AND FORM OF INSURANCE

8.2.1 The Proposer shall deliver the required certificates of insurance coverage to the Owner upon its execution of the Contract.

8.2.2 The insurance certificate shall be written on a form acceptable to the Owner. Insurance shall be written in the amount required by the Contract.

8.2.3 The insurance certificates shall be dated on or before the date of the Contract.

ARTICLE 9 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 FORM TO BE USED

9.1.1 The Agreement for the Work will be written on Owner provided document.

ARTICLE 10 - APPLICABLE GOVERNING LAWS AND REGULATIONS

10.1 WAGE RATES

10.1.1 All Contractors must comply with State Labor Laws as required by current amended provisions of Section 2 of Article 5159a, Texas Civil Statutes. Contractor is required to pay not less than the specified minimum wage rates of the various applicable classes of labor.

10.1.2 The Contractor shall forfeit as a penalty to the State, sixty dollars ($60.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by Contractor or by their subcontractor.

10.4 NON-DISCRIMINATION

10.4.2 During the proposal and performance of this Contract, the Contractor agrees as follows:

10.4.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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, sex, religion, age, 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 of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this non-discrimination article.

10.5 HISTORICALLY UNDERUTILIZED BUSINESS

10.5.2 The Contractor shall include a "Historically Underutilized Business Policy Statement" in all subcontracts pertaining to the Work as follows:

City of Midland is committed to make efforts to assist Historically Underutilized Businesses (HUBs) to receive at least thirty percent (30%) of the total value of all contract awards issued by the state. Therefore, HUBs qualified to do so are encouraged to propose; and all business that propose are encouraged to give particular attention in preparing their proposals to include HUBs as subcontractors and material suppliers at any tier for a total value of at least 30% of the amount of their proposal. **Each proposer is required to state in its proposal (HUB Proposal Supplement) the percentage of the proposal amount represented by women owned HUBs, the percentage represented by minority-owned HUBs, and the combined total of each.**

HUB Subcontracting Program Reporting Policy, Responsibilities at the time of award:

The State of Texas operates under the basic principles of free and vigorous competition. In accordance with House Bill 2626, 73rd Legislature, all state agencies are to give a good faith effort to award at least thirty percent (30%) of the total value of all contracts to certified HUBs. Achievement of the goal may be reached by the state contracting directly with HUB vendors or by the state's general contractors establishing contracts with HUB vendors as subcontractors, suppliers or material providers.

All contractors are required to prepare the reporting forms within the designated time period stated on each form to assist City of Midland's efforts to document HUB vendor usage. Contractors that have demonstrated past HUB participation are still expected to provide documentation at the prescribed times.

General Services Commission (GSC) will assist contractors in identifying HUB businesses, call 512.463.3612. If contractors have difficulty in obtaining HUB vendors or meeting the goal targeted, contractor will be required to provide City of Midland with information under the good faith effort criteria listed below:

Delivery of a written notice to all HUB Subcontractors or Suppliers identified on the GSC HUB Certification Directory, contractor group listings, State Agency listings, other government agencies listings, and to any local HUB who requested information on the job. The notice will contain (1) adequate information about the plans, specifications, and requirements of the Contract and Subcontract work, and (2) a contact person within the Contractor's office to answer questions.

Provide documentation on the type of solicitations made for HUB participation, include records, and submit evidence of correspondence and responses from HUBs. In accordance with normal industry practices, divide contract into small, economically feasible segments which could be performed by HUBs, include dollar amount offered to HUB.

Evidence of the steps taken to assist in financing, bonding, and technical assistance services for HUBs where HUBs are otherwise qualified and information as to the Contractors bonding requirements, the procedure for obtaining any needed bond, and the telephone number of one or more acceptable surety companies contacted. Provide an explanation for rejection to any HUB whose proposal is rejected, unless another HUB is accepted for the same work, as follows: (1) where price competitiveness is not the reason, a written rejection notice will include the reason for rejection, and (2) where price competitiveness is the reason, a meeting will be held, if requested, with the price-rejected HUB to discuss the rejection.

10.5.3 City of Midland will review and evaluate the above documentation on the basis of demonstrated "good faith effort". Additional positive efforts or technical assistance may be provided and/or suggested by GSC. GSC will assist contractors in affirmative action plans to achieve the state's HUB contracting goal, call .512.463.3612.

10.5.4 An Historically Underutilized Business is defined by stature as (a) a corporation formed for profit in which at least 51 percent of the equity is owned by one or more women or Black, Hispanic, Asian Pacific, or Indian Americans, (b) a sole proprietorship 100 percent owned, operated, and controlled by such person(s), (c) a partnership in which such person(s) own at least 51 percent of its assets and interest and have proportionate control of partnership affairs, (d) a joint venture of HUBs, or (e) a supplier contract between an HUB and a prime contractor under which the HUB manufactures, distributes, or warehouses and ships the supplies.

10.5.5 **The proposer shall indicate in the appropriate space on the HUB Proposal Supplement whether or not the proposer meets the definition of an Historically Underutilized Business.**

10.5.6 **The proposer shall also indicate in the appropriate space on the HUB Proposal Supplement whether or not the proposer meets the following definition of a small business:**

A Small Business is a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit which is independently owned and operated and has either fewer than 100 employees or less than $1,000,000 in gross annual receipts during the past calendar or fiscal year.

END OF SECTION

DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitution Procedures" for conditions under which substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
   1. Extensive revisions to the Contract Documents are not required.
   2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
   3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
   1. Requests for substitution of materials and equipment will be considered if received no later than 7 days prior to date of bid opening.
   2. Submittal Format: Submit 3 copies or 1 PDF copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C. All copies must be legible.

B. Architect's Action:
   1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required Shop Drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT

SECTION 00 31 00 – AVAILABLE PROJECT INFORMATION

PART 1 - GENERAL

1.1 SUMMARY

A. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 INFORMATION

A. Property Survey:
1. A survey of the property was authorized by the Owner, and the survey was made by:
Parkhill
1700 W Wall Street
Midland, TX 79701
(432) 697-1447
2. Site layout, Drawings and boundary traverse and closure information included in the Drawings.
3. Property survey and site improvement layout is available for Contractor's information.

1.3 RESPONSIBILITY

A. Proposers are expected to examine the site survey information then determine for themselves the validity of the information contained there-in as it relates to this Project.
B. Architect and Owner do not guarantee continuity of conditions indicated at boring locations and assume no responsibility for variations of subsoil quality or conditions.
C. Architect and Owner assume no responsibility for variations of site survey information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DOCUMENT 00 31 43 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Permit Application: The building permit for Project has been applied for by Architect. A copy of the Permit Application is available on request from Architect's office.

END OF DOCUMENT

DOCUMENT 00 42 00 - PROPOSAL FORM

Date: _____ 20___

City of Midland
300 North Loraine Street
Midland, Texas 79701

City Secretary:

The undersigned, having carefully examined the specifications, drawings, and related documents entitled:

MOMENTUM PARK BALLPARK FACILITY RENOVATIONS AND IMPROVEMENTS
MIDLAND, TEXAS

all as prepared by Parkhill 1700 West Wall Street, Suite 100, Midland, Texas 79701; 432.697.1447, as well as having attended a pre-proposal conference and made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the Work, proposes to furnish all materials, labor, and equipment necessary to complete the Work in accordance with said documents, of which this bid is a part, for the following sum:

I. BASE PROPOSAL:_____ Dollars ($_____)

(**Note:** All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern. For alternates, check whether it is an add, deduct or no change.)

The undersigned acknowledges receipt of ___addenda to the Drawings and Project Manual as follows:

No.	Date	No.	Date	No.	Date
No.	Date	No.	Date	No.	Date

(The Proposer is to fill in I.D. Number and date of each thereby acknowledging receipt of Addenda).
If awarded the contract, the undersigned agrees to commence work under this contract on or before a date to be specified in Written Notice to Proceed, but not later than June 30, 2022, and to substantially complete the project on or before February 28, 2023 unless modified by change order.

Proposer agrees to pay the Owner $250.00 per day, as liquidated damages, for each day the substantial completion of this Project extends beyond the stipulated substantial completion date.
If notified of the acceptance of this bid within 30 days of the time set for the opening of proposals, Proposer agrees within 10 days of notification, to execute a contract in the form of the on the Owner provided form for the above Work, for the above stated compensation.

PROPOSAL SECURITY, as defined in the Request For Proposals and Instructions to Proposers, which the Undersigned agrees to disposition of, is attached to this Proposal.

Upon acceptance of this Proposal by Owner, Contractor shall furnish, at the time of the signing of the contract, a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100 percent of the Contract Price. Surety shall meet requirements specified in the Owner/Contractor Agreement.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive all formalities in accordance with State law.

ATTACHMENTS

In accordance with Instructions to Proposers, complete the attached forms and submit with the Proposal Form.

Respectfully Submitted,

By:_____

Title:_____

Business Address with Zip Code

(SEAL: If Proposal is by Corporation)

_____

_____

_____

Telephone Number with Area Code _____

Fill in the applicable information:

A Corporation, chartered in the State of _____.

Authorized to do business in the State of Texas.

A Partnership, composed of _____, and

_____and _____.

An Individual operating under the name of _____

_____.

Corporate Seal:

END PROPOSAL FORM

DOCUMENT 00 43 00 - PROCUREMENT FORM SUPPLEMENTS

To: City of Midland

Project: Momentum Bank Ballpark Renovations and Improvements

Date: _____

Submitted by: _____
(full name)

(full address) _____

_____

In accordance with Instructions to Proposers and the - Proposal Form, we include the following Appendices listed below. The information provided shall be considered an integral part of the Proposal Form.
The following Appendices are attached to this document:

Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

Appendix B - Resident Bidder Certification.

PROPOSAL FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

.....
(Proposer - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

APPENDIX A - LIST OF SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

Herewith is the list of subcontractors and major material suppliers referenced in the proposal submitted by:

Proposer) _____

To (Owner) City of Midland

Dated _____ and which is an integral part of the Proposal Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT/MATERIAL SUPPLIER	NAME

APPENDIX B - RESIDENT BIDDER CERTIFICATION

RESIDENT BIDDER CERTIFICATION

In order for the proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas Government Code Section 2252.01 et seq., a "nonresident bidder" means a bidder whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "resident bidder":

Signature: _____ Date: _____

If you qualify as a "nonresident bidder," you must furnish the following information:
What is your resident state? (The state your principal place of business is located.)

City: ___ State: _____ Zip: _____

Company Name: _____ Address: _____

(A) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is in the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located. YES_____ NO_____

(B) What is the amount or percentage? _____%

I certify that the above information is correct.

_____

Typed Name/Position Company Name

END OF DOCUMENT

SECTION 00 52 00 – AGREEMENT FORM

PART 1 - GENERAL

1.1 APPLICABLE DOCUMENT

A. The Agreement for the Work will be written on the Owner provided form and that follows Section 00 80 10 “Owner Documents.”

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used

END OF SECTION

DOCUMENT 00 54 10 - WEATHER TABLE
(MIDLAND, TX)

The number of calendar days indicated on the Bid Form –Proposal Form - Document 00 10 00 "Proposal" is the contract time allowed to complete the project from Notice to Proceed to Substantial Completion, taking into account the normal weather occurrence as shown in the Table below. Weather occurrences exceeding those listed in the table will be taken into consideration when evaluating a request for extension in contract time.

MONTH	MEAN NUMBER DAYS PRECIPITATION (0.01" OR MORE)	NORMAL PRECIPITATION (WATER EQUIVALENT) (INCHES)	MEAN NUMBER DAYS SNOWFALL (INCLUDING ICE PELLETS/SLEET) (1.0" OR MORE)	AVERAGE NUMBER OF DAYS THAT MIN. TEMP IS < 40
JANUARY	2.8	1.28	0	25.6
FEBRUARY	2.6	1.02	0.2	16.8
MARCH	4	1.95	0	4.8
APRIL	3	1.42	0	2
MAY	4.6	2.00	0	0
JUNE	5.2	2.01	0	0
JULY	4	1.47	0	0
AUGUST	5.6	2.06	0	0
SEPTEMBER	6.6	2.38	0	0
OCTOBER	3.8	1.58	0	3.4
NOVEMBER	2	0.89	0	8.6
DECEMBER	3.6	1.16	0	19.8
ANNUALLY	42.5	15.68	1.9	107.4

This table is based on information from NOAA and measured at the Midland International Airport, Midland, Texas.

Means, normals and averages are based on records covering a period of 5 years from 2016-2020.

SECTION 00 80 10 – OWNER DOCUMENTS

PART 1 - GENERAL

1.1 APPLICABLE DOCUMENT

A. Owner provided documents are as indicated below and that follows this Section.

1. Notice to Bidders.
2. Bid Bond.
3. Contract.
4. Exhibit C- Bonding Requirements.
5. Performance Bond.
6. Payment Bond.
7. Exhibit D- Building Wage Rate.
8. Exhibit D- Heavy & Highway Wage Rate.
9. Conflict of Interest Reporting Requirements.
10. Conflict of Interest Questionnaire.
11. Affidavit of Eligibility.
12. General Conditions of Bidding.
13. Standard Purchase Terms and Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used

END OF SECTION

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

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

_____

_____

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

_____ DOLLARS

($_____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

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

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

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

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: 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

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* 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.

==========

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)).

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 May 10, 2022

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.

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: _____

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: _____

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 proposal 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, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. 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.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. 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.

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 contract 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 or policy aggregate, including completed operations, and shall be on an occurrence basis.

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

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

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

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller 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).

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. <u>RELEASE</u> - 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.

THE CITY OF MIDLAND

CONTRACT

Contract No.

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 Proposal: $ _____ DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for _____ in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean _____ 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 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; 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 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.

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 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.

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

_____
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 _____

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work covered by Contract Documents.
   2. Owner furnished products.
   3. Contractor's use of site and premises.

B. Related Requirements:
   1. Other Division 01 Specifications apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Identifiaction: Momentum Bank Ballpark Facility Renovations and Improvements.
B. Location: Midland, Texas.
C. Without force or effect, Work of Project consists of renovations and additions to 2 buildings. Renovation areas approximately XYZ feet, and additions of approximately XYZ feet.

1.3 WORK BY OWNER

A. Following Items will be furnished and installed by Owner after date of Substantial Completion:
   1. Items noted 'NIC' (Not in Contract).
   2. Moveable cabinets.
   3. Furnishings.
   4. Minor Equipment.

1.4 OWNER FURNISHED PRODUCTS

A. Owner's equipment to be reloacted by Contractor:
   1. Indicated by OFCI in the Drawings.

B. Owner's Responsibilities:
   1. On delivery, inspect products jointly with Contractor.

C. Contractor's Responsibilities:
   1. Review Owner's equipment and product data.
   2. Pick-up Owner's shop equipment and deliver to site. Inspect for completeness or damage, jointly with Owner.
   3. Handle, store, install and provide final utility hook-up to equipment.
   4. Repair or replace items damaged.

1.5 CONTRACTOR USE OF SITE AND PREMISES

A. Limits on Use of Site and premises to allow:
   1. Owner occupancy. Ballpark will remain in operation during demolition and construction.

1.6 OWNER OCCUPANCY

A. Ballpark will remain in operation during demolition and construction.
B. Cooperate with Owner to minimize conflict, and facilitate Owner's operations.

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. Section Includes:
   1. Contingency allowance.
   2. Inspection and testing allowances.
   3. Schedule of Values.
   4. Application for Payment.
   5. Change Procedures.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 33 00 "Submittal Procedures" for Schedule of Values.
   4. Section 01 60 00 "Product Requirements" for product substitutions.

1.2 CONTINGENCY ALLOWANCE

A. Include stipulated sum of $68,000.00 for use upon Owner's instruction.

B. Costs Included in Contingency Allowance: Contractor's costs for products, equipment, delivery, installation, labor, payroll (including taxes, benefits, pensions, insurance and other employee wage costs), applicable taxes, and equipment rental; handling at site, including unloading, uncrating, and storage; protection of products from elements and from damage; finishing costs.

C. Costs Not Included in Contingency Allowance, but included in Contract Sum/Price: Bonds, project insurance (workers comp, auto, general liability, builders risk and other insurances required by the Owner/Contractor agreement), overhead, profit, and other expenses contemplated for stated allowance amounts.

D. Funds will be drawn from Contingency Allowance only by Change Order.

E. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.3 INSPECTION AND TESTING ALLOWANCES

A. Costs Included in Allowances: Cost of engaging an inspection or testing firm, execution of inspection or tests, and reporting results.

B. Costs Not Included in Allowance but Included in Contract Sum/Price:
   1. Incidental labor and facilities required to assist inspection or testing firm.
   2. Costs of testing laboratory services required by Contractor separate from Contract Document requirements.
   3. Costs of retesting upon failure of previous tests as determined by Architect.

C. Payment Procedures:
   1. Submit inspection or testing firm's invoice with next application for payment.
   2. Pay invoice on approval by Architect.

D. Inspection and Testing Allowances: Include stipulated sum of $15,000.00 for payment of testing laboratory services.

E. Funds will be drawn from Inspection and Testing Allowances only by Change Order.
F. At closeout of Contract, funds remaining in Inspection and Testing Allowances will be credited to Owner by Change Order.

1.4 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed or of Owner-Contractor Agreement, whichever is sooner.
C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section, separating labor and material for each line item. Identify site mobilization, general conditions, testing, bonds, and insurance as separate line items.
D. Include in each line item amount of Allowances specified in this Section.
E. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT

A. Submit notarized application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
C. Deposits on Material, Equipment or Products:
    1. Material/Equipment Deposits: Owner will not pay for deposits for material, equipment or products that may be required of the Contractor in order to start the fabrication process of work that will eventually be incorporated into the Project but are not actually on the Project site. All material, equipment or products must be on the Project site and properly stored before the Owner will make payment to the Contractor.
    2. The Owner will make payment for materials, equipment or products that are properly delivered and stored on the Project site for subsequent incorporation into the Project as authorized in the Owner-Contractor Agreement.
    3. Owner may consider payment of materials, equipment or products that are properly stored, secured and insured in a third party warehouse within a 50 mile radius of the Project site that are in accordance with the requirements and authorized in the Owner-Contractor Agreement.
D. Payment Period: As defined in Owner-Contractor agreement.
E. A complete application for payment includes 1 copy of waiver of liens from each subcontractor, Construction progress schedule, and submittal schedule, all which are required to process the Application for Payment.

1.6 CHANGE PROCEDURES

A. Architect will advise of minor changes in Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by Owner/Contractor Agreement by issuing Architect's Supplemental Instructions on Architect's Standard Supplemental Instruction form.
B. Architect may issue a Construction Change Request which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing change. Contractor will prepare and submit an estimate within 7 days.
C. Contractor may propose a change by submitting request for change to Architect. Include reason for change and effect on Contract Sum/Price, Contract Time, and subcontractors. Document requested substitutions in accordance with Section 01 60 00 "Product Requirements."
D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect.
E. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order. Document will describe changes in Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
F. Time and Material Change Order:
    1. Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract.
    2. Architect will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
    3. Maintain detailed records of work done on Time and Material basis.
    4. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in Work.
G. Change Order Forms: AIA G701 Change Order.
H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
I. Change Order: Furnish an itemized breakdown, in form acceptable to Architect of costs and supporting information including but not limited to quantities and material prices. Tier subcontracted work performed at labor rates, employer payments, and rental rates. Itemize breakdown detail shall be same for subcontractor work. Provide complete supporting information for profit and overhead or markups used when requested. Consider the following items a part of overhead or Contractor¢s and subcontractor¢s mark-up and do not include as separate cost item: Labor for Superintendents, Assistant Superintendents, home office personnel, timekeepers, and maintenance mechanics at any level of contracting; individual pieces of equipment, hand tools or instruments having a new value of $500.00 or less, whether or not consumed by use; on site and main offices; modification to record Contract Documents; nor guarantee period costs.

1.7 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.
B. Take measurements and compute quantities. Architect will verify measurements and quantities.
C. Architect will take measurements and compute quantities accordingly. Provide and assist in taking measurements.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant, transportation, services, and incidentals; erection, application or installation of an item of Work; insurance, overhead, and profit.

E. Defect Assessment: Replace Work, or portions of Work, not conforming to specified requirements. If Owner agrees that it is not practical to remove and replace Work, Architect will direct an appropriate remedy or adjust payment.

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. Electronic drawing file (digital data) request.
   2. Submittal schedule.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 ELECTRONIC DRAWING FILE (DIGITAL DATA) REQUEST

A. During Procurement Phase:
   1. Bidders and Proposers may purchase a Digital Data file. Digital Data file will be provided in software release currently used by Primary Designer. File will be provided via Primary Designer's Project website.
   2. AutoCAD drawing files (.dwg) are available for purchase from Primary Designer upon request. Cost of files are indicated below plus applicable tax.
      a. 1 - 3 Sheets: $100.00 per sheet.
      b. 4 - 6 Sheets: $400.00 per sheet.
      c. 7 - 9 Sheets: $500.00 per sheet.
   3. Revit® BIM Model files (.rvt) are available for purchase from Primary Designer upon request. Cost of model files are $150.00 for each model plus applicable tax. All details, detail annotation, and references are omitted and not part of the Model file.
   4. Prior to delivery of file(s), purchaser shall sign a Digital Data Licensing Agreement. Payment for Digital Data file(s) shall occur upon delivery of file to purchaser.
   5. Digital Data file(s) shall be used only for preparing Bids and Proposals required by this Project and shall not be used in any other form, in whole or in part.

B. Upon Award of Contract:
   1. At the pre-construction meeting, Contractor shall bring the executed Digital Data Licensing Agreement (AIA C106-2013) at the end of this Sectionfor the release of electronic files. Upon Contractor submitting the executed Agreement to the Primary Designer, the Primary Designer will provide the Contractor 1 electronic copy of the Revit®BIM Model file(s), AutoCAD (.dwg) file(s), when Revit®BIM Model file is not available, and Portable Document Format (.pdf) file(s) **at no charge** within 5 working days. **Note that CAD files associated with the work can be accessed and exported from the Revit®BIM Model provided to the Contractor through the use of Revit®software; therefore, individual CAD files will not be provided by the Primary Designer.** Files and Formats to be as follows:
      a. Civil: Overall master file in AutoCAD format.
         1) Overall Site Plan with utility and grading information.
         2) All details, detail annotation and references are omitted and not part of the AutoCAD file.
      b. Landscape: Overall master file in AutoCAD format.
         1) Overall Site Plan with grading, flatwork, irrigation, and planting plans.
         2) All details, detail annotation and references are omitted and not part of the AutoCAD file.
      c. Structural: Revit®BIM Model and associated working plan views.

1) Overall Site Plan with utility and grading information.
2) All details, detail annotation and references are omitted and not part of the AutoCAD file.

d. Architectural/Interior: Revit®BIM Model and associated working plan views.
1) Plan views contain overall and enlarged section plan view set-up of floor plan, floor patterns, reflected ceiling and roof plans only. All plan views contain grids, dimensions, room names, and general annotation.
2) Reflected Ceiling Plans contain ceiling grids and types only. Lighting and Mechanical are provided as part of the MEP Model.
3) Roof Plans contain grids and general annotation only. Mechanical is provided as part of the MEP Model.
4) Interior and exterior elevations and schedules.
5) Finish plans and finish schedules.
6) All details, detail annotation and references are omitted and not part of the model file.

e. Mechanical, Electrical, and Plumbing: Revit®BIM Model and associated working plan views.
1) Plan views contain overall and enlarged plan section view set-up of mechanical, electrical lighting, electrical power, and plumbing plans only.
2) All details, detail annotation and references are omitted and not part of the model file.

f. Other Disciplines: Revit®BIM Model and associated working plan views.
1) Plan views contain overall and enlarged plan section view set-up showing all device locations and general annotation.
2) All details, detail annotation and references are omitted and not part of the model file.

2. The Revit®BIM Model file provided to the Contractor is NOT FOR CONSTRUCTION PURPOSES, but for convenience only. This BIM Model will consist of the original model utilized for base bid. It is the responsibility of the Contracor to coordinate all accepted alternates, addenda, Request for Information, Porposal Requests, and any other changes realized during the procurement and construction phases. The Primary Designer will not provide up-to-date Contract Documents or updated BIM Models to the Contractor unless otherwise stated within the Owner/Primary Designer Agreement.

3. Conformed Construction Documents: If Conformed Construction Documents are required by the Owner/Primary Designer Agreement, they will be provided in PDF. Conformed Construction Documents are the Drawings and Specifications modified to include any Addenda issued before execution of the Contract.

a. To the extent Conformed Construction Documents are provided to the Contractor, the following provisions shall apply:
1) The Conformed Construction Documents and related information contained therein, are provided for Contractor's convenience only, and does not relieve the Contractor from the requirements of the Contract Documents. Specifically, to the extent that any discrepancy or conflict exists between the Issue for Bid documents, including any Addenda issued prior to execution of the Contact or Modifications issued after the execution of the Contact on the one hand, and the Conformed Construction Documents on the other; the Issue for Bid documents, Addenda, and Modifications shall control unless otherwise specified in writing by the Primary Designer.

2) Contractor shall not use such drawings, documents, or other data, in whole or in part, for any purpose or project other than this Project in the preparation of Shop Drawings and other submittals.
3) Contractor acknowledges that such drawings, documents, and other data are subject to change or modification. Contractor shall be responsible for updating any drawings, documents, or other data obtained prior to use by them for any purpose.
4) Any Conformed Construction Documents, including any Drawings, Specifications, documents, or other data related thereto are provided "as is" without representation or warranty by Primary Designer, either expressed or implied.
5) Contractor acknowledges that Conformed Construction Documents provided by Primary Designer are as a courtesy to Contractor, at their specific request, and accordingly, CONTRACTOR HEREBY AGREES TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY PRIMARY DESIGNER AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH CONTRACTOR OR ANY THIRD PARTY MAY HAVE BY REASON OF ANY INJURY OR DAMAGE SUSTAINED BY CONTRACTOR OR THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF SUCH CONFORMED CONSTRUCTION DOCUMENTS.

1.3 SUBMITTAL SCHEDULE

A. Prepare submittal schedule in accordance with General Conditions of the Contract for Construction.
B. Include in submittal schedule all submittals and samples required by all section of this Project Manual and any additional submittals required by the Contractor to construct the Project.
C. Submit submittal schedule for Architect's review within 15 days after date established in Notice to Proceed or with the first Application for Payment, whichever is sooner. Failure to submit submittal schedule with the first Application for Payment will be cause for not processing Application for Payment.

PART 2 - PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Motors: Specific motor type is specified in individual Specification Sections.
B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
C. Cord and Plug: Provide minimum 6-foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Examine and verify specific conditions described in individual Specification Sections.
C. Verify that utility services are available, of correct characteristics, and in correct location.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply any manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

DRAFT

AIA® Document C106™ – 2013

Digital Data Licensing Agreement

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

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address and contact information, including electronic addresses)

Parkhill
4222 85th Street
Lubbock, Texas 79423
806.473.2200 phone
806.473.3500 fax

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address and contact information, including electronic addresses)

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

The Transmitting Party and Receiving Party agree as follows.

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

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

5 DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the parties.

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User Notes: (1635403078)

§ 1.3 For purposes of this Agreement, the term Digital Data is defined to include only those items identified in Article 5 below.

§ 1.3.1 Confidential Digital Data is defined as Digital Data containing confidential or business proprietary information that the Transmitting Party designates and clearly marks as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data identified in Article 5 solely and exclusively to perform services for, or construction of, the Project in accordance with the terms and conditions set forth in this Agreement.

§ 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.3 If the Transmitting Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Receiving Party that the Transmitting Party is authorized to transmit the Confidential Digital Data. If the Receiving Party receives Confidential Digital Data, the Receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.3.1.

§ 2.3.1 The Receiving Party may disclose the Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Agreement.

§ 2.4 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

§ 2.5 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 LICENSE CONDITIONS

The parties agree to the following conditions on the limited license granted in Section 2.1:
(State below rights or restrictions applicable to the Receiving Party's use of the Digital Data, requirements for data format, transmission method or other conditions on data to be transmitted.)

This Digital Data is part of the Transmitting Party's Instruments of Service and shall not be used by Receiving Party or anyone else receiving this data through or from the Receiving Party for any purpose other than as a convenience in the preparation of bid submittals, shop drawings, coordination drawings, construction phase submittals, and field layout and staking required by the Owner for the exclusive use of the referenced Project. Any use or reuse by the Receiving Party or by others will be at the Receiving Party's sole risk and without liability or legal exposure to Transmitting Party. The Receiving Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Transmitting Party, its officers, directors, employees, or subconsultants that may arise out of or in connection with Receiving Party's use of this Digital Data.

No representation as to the compatibility of this Digital Data with Receiving Party's hardware or software is provided.

This Digital Data is not a Construction Document. Differences may exist between this Digital Data and corresponding two-dimensional hard-copy Construction Document. The Transmitting Party makes no representation regarding the accuracy or completeness of the Digital Data the Receiving Party receives. In the event that a conflict arises between the signed/sealed two-dimensional hard-copy Construction Document prepared by Transmitting Party and the Digital Data, the signed/sealed two-dimensional hard-copy Construction Document shall govern. The Receiving Party is

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responsible for determining if any conflict exists. By the Receiving Party's use of this Digital Data, Receiving Party is not relieved of their duty to fully comply with the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, field measurements, verify field conditions and coordination of work with that of other contractors for the Project.

Because information presented in the Digital Data can be modified, unintentionally or otherwise, the Transmitting Party reserves the right to remove all indicia of ownership and/or involvement from each Digital Data.

Under no circumstances shall delivery of this Digital Data for use by the Receiving Party be deemed a sale of document ownership by Transmitting Party, and no warranties, either express or implied, of merchantability or fitness for any particular purpose is made. In no event shall the Transmitting Party be liable for any loss of profit or any consequential damages as a result of the Receiving Party's use or reuse of this Digital Data.

The Digital Data file does not necessarily contain all the information that is required to produce finished Construction Documents. Because of this, there may be data within the Digital Data that is missing, incomplete or even contradictory to the information provided in the final two dimensional Construction Documents.

Professional judgment will need to be used by the Receiving Party, along with reasonable expectations and interpretations in order to use the Digital Data for its intended purpose. Should the Transmitting Party provide revised and updated copies of the Digital Data to the Receiving Party throughout the Project, all terms and conditions of this agreement will be applicable and unchanged for all subsequent transmissions of the Digital Data.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee for the Receiving Party's use of the Digital Data:
(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

DURING PROCUREMENT PHASE

.dwg Files
1-3 Sheets $125.00 per sheet plus applicable tax
4-6 Sheets $500.00 flat fee plus applicable tax
7-9 Sheets $700 flat fee plus applicable tax

.rvt Files
Revit Models are $300.00 per model plus applicable tax

UPON AWARD OF CONTRACT:
No service fee will be required for delivery of the electronic file(s).

ARTICLE 5 DIGITAL DATA

The Parties agree that the following items constitute the Digital Data subject to the license granted in Section 2.1:
(Identify below, in detail, the information created or stored in digital form the parties intend to be subject to this Agreement.)
****
CHOOSE from the selection below if applicable and add/delete as necessary to fit your specific project needs. List the file names or sheet numbers you are releasing. The file names/sheet numbers must match the invoice, if applicable..
****

[Revit Models (.rvt files)]
[AutoCAD (.dwg files)]
[Portable Document Format (.pdf)]

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This Agreement is entered into as of the day and year first written above and will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201™–2007, General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
(Indicate when this Agreement will terminate, if other than the date of Substantial Completion.)

None.

PARKHILL

TRANSMITTING PARTY *(Signature)*	**RECEIVING PARTY** *(Printed name and title)*
(Printed name and title)	*(Printed name and title)*

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Construction progress schedules.
   4. Proposed products list.
   5. Shop drawings.
   6. Product data.
   7. Samples.
   8. Design data.
   9. Test reports.
   10. Certificates.
   11. Manufacturers' instructions.
   12. Manufacturers' field reports.
   13. Erection drawings.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 20 00 "Price and Payment Procedures" for Schedule of Values; Inspecting and Testing Allowances.
   3. Section 01 30 00 "Administrative Requirements" for Project information management.
   4. Section 01 40 00 "Quality Requirements" for manufacturers' field services and reports; Testing Laboratory Services.
   5. Section 01 70 00 "Execution and Closeout Requirements" for Contract warranty, manufacturer's certificates, and closeout submittals.

1.2 SUBMITTAL PROCEDURES

A. Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."

D. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor's name, address, and phone number. Each submittal shall contain only 1 Specification Section.

E. Sequentially number transmittal forms using Section number or Contractors other sequential numbering system.

F. Identify Project, Contractor, subcontractor, or supplier; pertinent drawing sheet and detail number(s), and Specification Section number appropriate to submittal.

G. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with requirements of Work and Contract Documents.

H. Schedule submittals to expedite Project, and deliver to Architect. Coordinate submission of related items.

I. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
J. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be done in blue or green colors only.
K. Allow space on submittals for Contractor and Architect's review stamps.
L. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
M. Submittals not requested will not be recognized or processed.
N. Format:
    1. Submit all submittals digitally using .PDF file extension. Each submittal shall be a single .PDF file including transmittal letter. Multiple files for same submittal will not be accepted.
    2. Submittals in any other format, including .ZIP files, will be rejected.
    3. Hard copies will not be accepted.
    4. To ensure each page is legible, .PDF pages of drawings shall be same size/scale as a hard copy. Where applicable, scale symbols should be provided to indicate scale. Illegible submittals will be rejected.
    5. Uploaded submittals to Project website.
O. Submittal procedures described in this Article applies to construction progress schedule, products list, shop drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection drawings, and any other type of submittal submitted to Architect.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise and resubmit submittals, as required, and resubmit to meet requirements as specified and as noted on submittal reviews.
B. Mark as RESUBMITTAL.
C. Re-use original transmittal number and supplement with sequential alphabetical or numeric suffix for each re-submittal.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule for Architect's review within 15 days after date established in Notice to Proceed or with the first Application for Payment, whichever is sooner.
B. Revise and resubmit as required.
C. Submit revised schedule with each Application for Payment, identifying changes since previous version.
D. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
E. Indicate product/material manufacturer's lead-time for delivery to site. Include as a separate line for each product/material.
F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
G. Indicate estimated percentage of completion for each item of Work at each submission.
H. Dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes. Submit separate schedule of submittal dates for following:
    1. Shop Drawings.
    2. Product data.

3. Samples.
4. Owner furnished products.
5. Products identified under Allowances.

I. Determine appropriate lead times to allow for manufacturing and delivery of products/material for incorporation into Work. Indicate product/material manufacturer's lead-time for manufacturing and delivery to site. Include as a separate line for each product/material. Failure to timely submit and process submittals, and ordering of products/materials for delivery to site will not be grounds for approval of substitutions for other products/materials.

J. Revisions to Schedules:
1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.5 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit complete 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, give manufacturer, trade name, model or catalog designation, and reference standards.

1.6 SHOP DRAWINGS

A. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

B. Printable Image Size: Minimum 8-1/2 by 11 inches and maximum 30 by42 inches.

C. Draw details to a minimum scale of 1/2-inch equal to 1-foot.

D. Draw site plans to same scale indicated on Contract Drawings.

E. Draw other plans to a minimum scale of 1/8-inch equal to 1-foot.

F. Construction Documents (electronic or paper format) issued by Architect cannot be used in any shape, form, or fashion in creation and development of shop Drawings, except that electronic files containing floor plans or site plans which have been acquired from Architect may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in shop Drawing process.

G. In creation and publication of shop Drawings, under no circumstances shall Design Professional's seal or title block of Drawing be reproduced. Shop Drawings must be original Works from Contractor, subcontractors, sub-subcontractors, and material suppliers.

1.7 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.

C. Include notation of special coordination requirements for interfacing with adjacent work and building utilities where applicable.
D. After review, distribute in accordance with "Submittal Procedures" Article above and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.8 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Accompany physical sample with color digital image (photo or scanned .PDF) of sample. Coordinate sample submittals for interfacing work.
B. Unless otherwise specified, submit samples of finishes from manufacturers' full range of standard colors, textures, and patterns, for Architect's selection.
C. Where variations in color, pattern, or texture are inherent in material or product, submit multiple samples to indicate approximate range or variations.
D. Include full Project information and identification of manufacturer, model number, type, style and color on each sample.
E. Submit number of samples specified in individual Specification Sections; 2 of which will be retained by Architect.
F. Reviewed samples which may remain as part of Work are indicated in individual Specification Sections.
G. Samples will not be used for testing purposes unless specifically stated in individual Specification Sections.

1.9 DESIGN DATA

A. Submit for Architect's knowledge as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 TEST REPORTS

A. Submit for Architect's knowledge as Contract Administrator or for Owner.
B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.11 CERTIFICATES

A. When specified in individual Specification Sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect.
B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.12 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.13 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Architect's benefit as Contract Administrator or for Owner.
B. Submit report within 30 days of observation to Architect for information.
C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.14 ERECTION DRAWINGS

A. Submit drawings for Architect's benefit as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

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 and control of installation.
   2. Tolerances.
   3. References.
   4. Mockup requirements.
   5. Testing and Inspection services.
   6. Manufacturers' field services.
   7. Examination.
   8. Preparation.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 33 00 "Submittal Procedures" for submission of manufacturers' instructions and certificates.
   4. Section 01 60 00 "Product Requirements" for requirements for material and product quality.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as a minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce workmanship of specified quality.
F. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
C. Adjust products to appropriate dimensions; position before securing in place.

1.4 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 on date of Contract Documents, except where a specific date is established by Code.
C. Obtain copy of standards when required by Specification Section.
D. Neither contractual relationship, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.5 MOCKUP REQUIREMENTS

A. Tests will be performed under provisions identified in this Section and identified in respective product Specification Sections.
B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mockups shall be comparison standard for quality level for Work.
D. Where mockup has been accepted by Architect and is specified in individual Specification Sections to be removed, remove mockup and clear area.

1.6 TESTING AND INSPECTION SERVICES

A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection and testing.
B. Owner will appoint and employ services of an independent firm to perform inspection and testing. Contractor shall pay for services from cash allowance(s) specified in Section 01 20 00 "Price and Payment Procedures."
C. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by Architect or Owner.
D. Testing, inspections and source quality control may occur on or off Project site. Perform off-site testing as required by Architect or Owner.
E. Submit independent testing laboratory firms reports to Architect. Reports to include observations and results of tests and will indicate compliance or non-compliance with Contract Documents.
F. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, provide safe access to Project site, and provide assistance by incidental labor as requested.
    1. Notify Owner, Architect and independent firm 48 hours prior to expected time for operations requiring services.
    2. Pay for additional samples and tests required for Contractor's use.
G. Employment of independent testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
H. Re-testing and/or re-inspection required because of non-conformance to specified requirements will be charged to Contractor by deducting re-testing and/or re-inspection charges from Contract Sum/Price.

1.7 MANUFACTURERS' FIELD SERVICES

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and startup of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
B. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer subject to approval of Architect.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
D. Refer to Section 01 33 00 "Submittal Procedures," "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements: Other Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.
B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
H. "Provide": Furnish and install, complete and ready for the intended use.
I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
    1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
    1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. ANSI - American National Standards Institute; www.ansi.org.
21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
22. APA - APA - The Engineered Wood Association; www.apawood.org.
23. APA - Architectural Precast Association; www.archprecast.org.
24. API - American Petroleum Institute; www.api.org.
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
28. ASCE - American Society of Civil Engineers; www.asce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.

32. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
33. ASSP - American Society of Safety Professionals (The); www.assp.org.
34. ASTM - ASTM International; www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.soundandcommunications.com.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; www.ec.europa.eu/growth/single-market/ce-marking.
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.compositepanel.org.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - CSA Group; www.csa-group.org.
64. CSI - Construction Specifications Institute (The); www.csiresources.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTA - Consumer Technology Association; www.cta.tech.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).

74. ECIA - Electronic Components Industry Association; www.ecianow.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; (See NGA).
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. ICBO - International Conference of Building Officials; (See ICC).
101. ICC - International Code Council; www.iccsafe.org.
102. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
103. ICPA - International Cast Polymer Association; www.theicpa.com.
104. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEC - International Electrotechnical Commission; www.iec.ch.
106. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
107. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
108. IESNA - Illuminating Engineering Society of North America; (See IES).
109. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
111. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
112. II - Infocomm International; (See AVIXA).
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).

117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.
124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; (See NSI).
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
138. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
139. NBI - New Buildings Institute; www.newbuildings.org.
140. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
141. NCMA - National Concrete Masonry Association; www.ncma.org.
142. NEBB - National Environmental Balancing Bureau; www.nebb.org.
143. NECA - National Electrical Contractors Association; www.necanet.org.
144. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
145. NEMA - National Electrical Manufacturers Association; www.nema.org.
146. NETA - InterNational Electrical Testing Association; www.netaworld.org.
147. NFHS - National Federation of State High School Associations; www.nfhs.org.
148. NFPA - National Fire Protection Association; www.nfpa.org.
149. NFPA - NFPA International; (See NFPA).
150. NFRC - National Fenestration Rating Council; www.nfrc.org.
151. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
152. NHLA - National Hardwood Lumber Association; www.nhla.com.
153. NLGA - National Lumber Grades Authority; www.nlga.org.
154. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
155. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
156. NRCA - National Roofing Contractors Association; www.nrca.net.
157. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
158. NSF - NSF International; www.nsf.org.

159. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
160. NSPE - National Society of Professional Engineers; www.nspe.org.
161. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
162. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
163. NWFA - National Wood Flooring Association; www.nwfa.org.
164. NWRA - National Waste & Recycling Association; www.wasterecycling.org
165. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
166. PDI - Plumbing & Drainage Institute; www.pdionline.org.
167. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
168. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
169. RFCI - Resilient Floor Covering Institute; www.rfci.com.
170. RIS - Redwood Inspection Service; www.redwoodinspection.com.
171. SAE - SAE International; www.sae.org.
172. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
173. SDI - Steel Deck Institute; www.sdi.org.
174. SDI - Steel Door Institute; www.steeldoor.org.
175. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
176. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
177. SIA - Security Industry Association; www.siaonline.org.
178. SJI - Steel Joist Institute; www.steeljoist.org.
179. SMA - Screen Manufacturers Association; www.smainfo.org.
180. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
181. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
182. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
183. SPIB - Southern Pine Inspection Bureau; www.spib.org.
184. SPRI - Single Ply Roofing Industry; www.spri.org.
185. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
186. SSINA - Specialty Steel Industry of North America; www.ssina.com.
187. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
188. STI - Steel Tank Institute; www.steeltank.com.
189. SWI - Steel Window Institute; www.steelwindows.com.
190. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
191. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
192. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
193. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
194. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
195. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
196. TMS - The Masonry Society; www.masonrysociety.org.
197. TPI - Truss Plate Institute; www.tpinst.org.
198. TPI - Turfgrass Producers International; www.turfgrasssod.org.
199. TRI - Tile Roofing Institute; www.tileroofing.org.
200. UL - Underwriters Laboratories Inc.; www.ul.com.
201. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
202. USAV - USA Volleyball; www.usavolleyball.org.

203. USGBC - U.S. Green Building Council; www.usgbc.org.
204. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
205. WA - Wallcoverings Association; www.wallcoverings.org.
206. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
207. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
208. WDMA - Window & Door Manufacturers Association; www.wdma.com.
209. WI - Woodwork Institute; www.wicnet.org.
210. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program;www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TAS; Architectural Barriers Texas Accessibility Standards; www.tdlr.texas.gov/ab/abtas.htm.
8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Temporary Utilities:
      a. Electricity.
      b. Lighting.
      c. Heating.
      d. Cooling.
      e. Ventilation.
      f. Communication services.
      g. Water.
      h. Sanitary.
   2. Construction Facilities:
      a. Vehicular access.
      b. Parking.
      c. Progress cleaning.
      d. Project identification.
      e. Traffic regulation.
   3. Temporary Controls:
      a. Barriers.
      b. Fencing.
      c. Enclosures.
      d. Security.
      e. Water control.
      f. Dust control.
      g. Erosion and sediment control.
      h. Noise control.
      i. Pest and rodent control.
      j. Pollution control.
      k. Protection of Work.
   4. Removal of utilities, facilities, and controls.

B. Related Requirements:
   1. Other Divisions 01 Specification Sections apply to Work of this Section.
   2. Section 01 70 00 "Execution and Closeout Requirements" for final cleaning.

1.2 TEMPORARY ELECTRICITY

A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service.
B. Power Service Characteristics: As indicated on Drawings.
C. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor as required**.**
D. Provide flexible power cords as required.
E. Provide main temporary service disconnect and overcurrent protection at convenient location in conformance with National Electric Code.
F. Permanent convenience receptacles may be utilized during construction.

G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 2,000 sq. ft. of active work area and at specific locations as required.
   2. Provide 20 ampere, single phase branch circuits for lighting.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Permanent building lighting may be utilized during construction.
B. Provide and maintain 0.25 watt/sq. ft. H.I.D. lighting to interior work areas after dark for security purposes.
C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
D. Maintain lighting and provide routine repairs.

1.4 TEMPORARY HEAT

A. Utilize Owner's new heat plant, extend and supplement with Contractor provided temporary heat devices as required to maintain specified conditions for construction operations.
B. Enclose building prior to activating temporary heat in accordance with "Exterior Enclosure" Article in this Section.
C. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
D. Maintain minimum ambient temperature of 50 degrees Fahrenheit in areas where construction is in progress, unless indicated otherwise in Specifications.

1.5 TEMPORARY COOLING

A. Utilize Owner's cooling plant, extend and supplement with Contractor provided temporary cooling devices as required to maintain specified conditions for construction operations.
B. Enclose building prior to activating temporary cooling in accordance with "Enclosures" Article in this Section.
C. Prior to operation of permanent equipment for temporary cooling purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
D. Maintain maximum ambient temperature of 80 degrees Fahrenheit in areas where construction is in progress, unless indicated otherwise in Specifications.

1.6 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
B. Utilize new fan units as required to maintain clean air for construction operations.
C. Provide separate metering and pay utility provider or reimburse Owner for cost of energy used.

1.7 TEMPORARY COMMUNICATION SERVICES

A. Provide, maintain, and pay for telephone service to field office at time of Project mobilization.
B. As a minimum, provide cellular mobile telephone service for on-site superintendent and home office telephone service.

1.8 TEMPORARY WATER SERVICE

A. Provide, maintain and pay for suitable quality water service. Extend branch piping with outlets located so water is available by hoses with threaded connections.
B. Connect to existing water source for construction operations. Extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
C. Provide separate metering and reimburse Owner for cost of water used.
D. Exercise measures to conserve water.
E. Provide temporary pipe insulation to prevent freezing.

1.9 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required temporary facilities and enclosures and shall remove same at competion of the Work.
B. New and existing facilities shall not be used.

1.10 EMPLOYEE RESIDENTIAL OCCUPANCY

A. Not allowed on Owner's property.

1.11 VEHICULAR ACCESS

A. Provide unimpeded access for emergency vehicles. Maintain 20-foot-wide driveways with turning space between and around combustible materials.
B. Provide and maintain access to fire hydrants and control valves free of obstructions.

1.12 PARKING

A. Arrange for temporary surface parking areas to accommodate construction personnel.
B. Locate as approved by Owner.
C. Use of existing on-site streets and driveways for construction traffic is not permitted.
D. Do not allow heavy or tracked vehicles or construction equipment in parking areas.
E. Maintenance:
    1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
    2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
F. Removal, Repair:
    1. Repair permanent facilities damaged by use, to specified condition.
G. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.13 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing space.
C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
D. Remove waste materials, debris, and rubbish from site and dispose off-site at intervals as required to maintain clean site.

1.14 PROJECT IDENTIFICATION

A. Project Identification Sign:
   1. Size: Provide 8-foot wide by 4-foot high.
   2. Materials: 3/4-inch thick exterior grade plywood and solid wood frame.
   3. Background Paint: Exterior quality, coats; sign background of color as selected.
   4. Lettering: Exterior paint of quality adequate to withstand weathering, fading, and chipping for duration of construction, contrasting colors as selected with exhibit lettering by professional sign painter.
   5. Design: Design indicated in Drawings.
   6. Content:
      a. Project title, as indicated on Contract Documents.
      b. Owners name and logo.
      c. Council members.
      d. Names and titles of Architect.
      e. Name of Prime Contractor.
B. Project Informational Signs:
   1. If required by other Documents or Sections of Project Manual, provide weather-protected signs for site safety procedures, wage rates, and Storm Water Pollution Prevention Plan.
   2. Erect sign on or adjacent to field office, if required.
C. Design sign and structure to withstand 90 miles/hr wind velocity.
D. Installation:
   1. Install Project identification sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at designated location.
   3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   4. Install sign surface plumb and level, with butt joints. Anchor securely.
   5. Paint exposed surfaces of sign supports and framing.
E. No other signs are allowed without Owner's permission except those required by law.
F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.15 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
   1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction.
   2. Traffic Cones and Drums: As approved by authority having jurisdiction.

3. Flares and Lights: As approved by authority having jurisdiction.
4. Flag Person Equipment: As required by authority having jurisdiction.

B. Traffic Signs and Signals:
1. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Relocate as Work progresses, to maintain effective traffic control.

C. Removal:
1. Remove equipment and devices at Substantial Completion.
2. Repair damage caused by installation.
3. Remove post settings to depth of 2 feet.

1.16 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
1. Allow for Owner's use of site.

B. Protect site improvements including but not limited to pavements, walkways, and drainage structures from damage. Replace damaged site improvements to original condition.

C. Protect non-owned vehicular traffic and stored materials from damage.

1.17 TEMPORARY FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 6-foot high fence around construction site and temporary materials storage area; equip with vehicular and pedestrian gates with locks.

1.18 TEMPORARY ENCLOSURES

A. Exterior Enclosures: Provide temporary weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating, cooling, ventilation, and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.19 SECURITY

A. Security Program:
1. Protect Work and existing premises from theft, vandalism, and unauthorized entry.
2. Initiate program in coordination with Owner's existing security system at Project mobilization.
3. Maintain program throughout construction period until Owner occupancy.

B. Entry Control:
1. Restrict entrance of persons and vehicles into Project site.
2. Allow entrance only to authorized persons with proper identification.
3. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

C. Restrictions:
1. Do not allow cameras on site or photographs taken except by written approval of Owner.
2. Do no work on days indicated in Owner-Contractor Agreement.

1.20 WATER CONTROL

A. Grade site to drain.
B. Maintain excavations free of water.
C. Provide, operate, and maintain pumping equipment.
D. Protect site from puddling and running water. Provide water barriers as required to protect site from soil erosion.
E. Provide water barriers as required to protect existing buildings from puddling, ponding or other water accumulation that may damage foundations or other sub-surface construction.

1.21 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.
B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.22 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at 1 time.
C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow that would result in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.23 PEST AND RODENT CONTROL

A. Provide methods, means, and facilities to prevent the following from damaging Work:
    1. Pests.
    2. Insects.
    3. Rodents.

1.24 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.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
C. Provide protective coverings at openings in walls, roof, and soffits.
D. Protect finished walkways, drives, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.26 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade utilities, equipment, facilities, and materials as soon as permanent facilities can be utilized.
B. Remove risers for underground utilities to a minimum depth of 2 feet and cap.
C. Remove buried equipment, facilities, and materials completely to a minimum depth of 2 feet and cap.
D. Backfill excavations as specified in other sections and grade site as indicated.
E. Clean and repair damage caused by installation or use of temporary work.
F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
G. Remove the following when no longer needed at completion of Work:
    1. Storage sheds.
    2. Enclosures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 56 39 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 50 00 "Temporary Facilities and Controls" for temporary site fencing.
   3. Section 31 10 00 "Site Clearing" for removing existing trees and shrubs.

1.2 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12 inches above the ground for trees larger than 4-inch size.
B. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches above the ground line for trees with caliper of 8 inches or greater as measured at a height of 12 inches above the ground.
C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Shop Drawings:
   1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
   2. Detail fabrication and assembly of protection-zone fencing and signage.
   3. Indicate extent of trenching by hand or with air spade within protection zones.
C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
   1. Species and size of tree.
   2. Location on site plan. Include unique identifier for each.
   3. Reason for pruning.
   4. Description of pruning to be performed.
   5. Description of maintenance following pruning.

1.4 INFORMATIONAL SUBMITTALS

A. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
B. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
C. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
   1. Use sufficiently detailed photographs or video recordings.
   2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
D. Quality-control program.

1.5 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA.
B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

1.6 FIELD CONDITIONS

A. The following practices are prohibited within protection zones:
   1. Storage of construction materials, debris, or excavated material.
   2. Moving or parking vehicles or equipment.
   3. Foot traffic.
   4. Erection of sheds or structures.
   5. Impoundment of water.
   6. Excavation or other digging unless otherwise indicated.
   7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
B. Do not direct vehicle or equipment exhaust toward protection zones.
C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Backfill Soil: Stockpiled soil from location shown on Drawings Stockpiled soil mixed with planting soil Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
   1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil Insert requirement.
   2. Planting Soil: Planting soil as specified in Section 32 91 13 "Soil Preparation" Section.

B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
   1. Type: Shredded hardwood Ground or shredded bark Wood and bark chips Insert mulch type.
   2. Size Range: 3 inches maximum, 1/2 inch minimum.
   3. Color: Natural.

C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: Previously used materials may be used when approved by Architect.
   1. Chain-Link Protection-Zone Fencing: Galvanized-steel Polymer-coated steel Polymer-coated galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch- OD corner and pull posts; with 1-5/8-inch- OD top rails ; with 0.177-inch- diameter top tension wire and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
      a. Height: 48 inches 72 inches 96 inches Insert dimension.
      b. Polymer-Coating Color: Dark green Olive green Brown Black Insert color.
   2. Plywood Protection-Zone Fencing: Plywood framed with four 2-by-4-inch rails, with 4-by-4-inch Insert dimensions preservative-treated wood posts spaced not more than 96 inches apart.
      a. Height: 48 inches 72 inches Insert dimension.
      b. Plywood and Lumber: Comply with requirements in Section 06 10 00 "Rough Carpentry." Section 06 10 53 "Miscellaneous Rough Carpentry."
   3. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch horizontal rails, with 4-by-4-inch Insert dimensions preservative-treated wood posts spaced not more than 96 inches apart, and lower rail set halfway between top rail and ground.
      a. Height: 48 inches Insert dimension.
      b. Lumber: Comply with requirements in Section 06 10 00 "Rough Carpentry." Section 06 10 53 "Miscellaneous Rough Carpentry."
   4. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.
      a. Height: 48 inches Insert dimension.
      b. Color: High-visibility orange, nonfading.
   5. Gates: Single- Double- swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 24 inches 36 inches As indicated Insert width.

D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
   1. Lettering: 3-inch- Insert dimension high minimum, white black Insert color characters on white red Insert color background.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch blue vinyl tape around each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
   1. Apply 2-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.
   2. Install temporary root protection matting over mulch to the extent indicated.

D. Trunk Protection: Protect the trunk of each tree to remain as follows:
   1. Install 2-by-4-inch wood planks around trunk at maximum 3 inches apart. Minimum three planks per tree. Band together with no less than three steel bands stapled to the planks to hold them securely in place. Wrap orange plastic construction fencing to a minimum of three layers outside slats. Fasten wrap with wire.
      a. Height: 12 inches from lowest branch.

3.3 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
   1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
   2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
   3. Access Gates: Install where indicated; adjust to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 35 feet on protection-zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.
D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
   1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
   2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 31 20 00 "Earth Moving" unless otherwise indicated.
B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
   1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
   2. Cut Ends: Do not paint cut root ends.
   3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
   4. Cover exposed roots with burlap and water regularly.
   5. Backfill as soon as possible according to requirements in Section 31 20 00 "Earth Moving."
B. Root Pruning at Edge of Protection Zone: Prune tree roots 12 inches outside of the protection zone by cleanly cutting all roots to the depth of the required excavation.
C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
   1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
   2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
   3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
      a. Type of Pruning: Cleaning, raising, reducing, and thinning where indicated.

B. Unless otherwise directed by arborist and acceptable to Architect, do not cut tree leaders.

C. Cut branches with sharp pruning instruments; do not break or chop.

D. Do not paint or apply sealants to wounds.

E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

F. Chip removed branches and stockpile in areas approved by Architect.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
   1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
   1. Submit details of proposed pruning and repairs.
   2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
   3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Trees: Remove and replace trees indicated to remain that are more than 66 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
   1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 6 inches or smaller in caliper size.
   2. Large Trees: Provide one new tree(s) of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
      a. Species: As selected by Architect.
   3. Plant and maintain new trees as specified in Section 32 93 00 "Plants."

C. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 2-inch uniform thickness to remain.

D. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery, storage, and handling.
   3. Product options.
   4. Substitutions.

B. Related Requirements:
   1. Document 00 00 50 "Information to Proposers" for product options and substitution procedures.
   2. Other Division 01 Specification Sections apply to Work of this Section.
   3. Section 01 30 00 "Administrative Requirements" for Project information management.
   4. Section 01 40 00 "Quality Requirements" for product quality monitoring. Testing Laboratory Services.
   5. Section 01 42 00 "References."

1.2 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming Work and does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work. When allowed by Contract Documents, products may include used and/or existing materials or components.

B. Hazardous Materials: Products or material containing hazardous materials or substances, including but not limited to asbestos or polychlorinated biphenylshall (PCB), shall not be included in Work.

C. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

D. Provide interchangeable components of same manufacturer, for similar components.

E. Materials required to match existing work and not otherwise specified, shall be equal to existing Work in quality, color, and finish. Workmanship and installation shall be comparable to adjacent existing Work. Architect shall be authority in determination of acceptable Work.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery:
   1. Deliver materials, products, and equipment to site in manufacturer's original, unopened containers or packaging, with identifying labels intact and legible.
   2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
   3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
   4. Arrange deliveries in accord with construction schedule and in ample time to facilitate inspection prior to installation to avoid unnecessary delays in construction process.

B. Storage:
   1. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
   2. Store sensitive products in weathertight, climate-controlled enclosures.
   3. For exterior storage of fabricated products, place on supports, above ground, sloped to drain water.
   4. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of products.
   5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
   6. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
   7. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
   8. Materials, products, and equipment may be stored off site in a bonded and insured warehouse approved by Architect and Owner. Pay all costs incurred for off-site storage facilities. Products properly stored in off-site storage facilities may be included in progress pay requests with written approval of Architect.

C. Handling: Handle materials, products, and equipment in a manner prescribed by manufacturer or specified to protect from damage during storage and installation.

1.4 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
B. Products Specified by Naming 1 or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming 1 or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with this Section.

1.5 SUBSTITUTIONS

A. Instructions to Proposers specify time restrictions for submitting requests for Substitutions during proposal period to requirements specified in this Section.
B. Architect will consider requests for substitutions within 15 days after date established in Notice to Proceed.
C. Substitutions (after proposal period) may be considered when a product becomes unavailable through no fault of Contractor.
D. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
E. A request constitutes a representation that Proposer:
   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 which may be required for Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

F. 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.

G. Substitution Submittal Procedure:
   1. Submit request for Substitution for consideration. Limit each request to 1 proposed Substitution.
   2. Requests shall include name of material or equipment to be substituted and a description of proposed substitution including Drawings, performance and test data, and other information necessary for an evaluation.
   3. Submit item-by-item (line-by-line) comparison of each item listed in Specification compiled and submitted comparing specified material/product with proposed substitution and specifically noting all differences between the compared products and/or systems.
   4. Submit statement setting forth changes in other material, equipment or other portions of Work including changes in Work of other contracts that incorporation of proposed substitution would require shall be included.
   5. Submit Shop Drawings, product data, and certified test results for proposed product equivalence.
   6. Architect will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS (Not Used)

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. Closeout procedures.
2. Final cleaning.
3. Starting of systems.
4. Demonstration and instructions.
5. Testing, adjusting, and balancing.
6. Protecting installed construction.
7. Hazardous materials affidavits.
8. Project record documents.
9. Operation and maintenance data.
10. Manual for materials and finishes.
11. Manual for equipment and systems.
12. Spare parts and maintenance products.
13. Product warranties and product bonds.

B. Related Requirements:
1. Other Division 01 Specification Sections apply to Work of this Section.
2. Section 01 30 00 "Administrative Requirements" for Project information management.
3. Section 23 05 93 "Testing, Adjusting, and Balancing" for testing, adjusting and balancing services.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
B. Provide submittals to Architect required by authority having jurisdiction.
C. Submit final Application for Payment identifying total adjusted Contract sum, previous payments, and sum remaining due.
D. Closeout documents will be submitted electronically in OCR (Optical Character Recognition)/PDF format.
E. At Owner's request, Contractor shall provide a hard copy of Closeout Documents in 3-ring binders.
F. Owner will occupy all portions of building as specified in Section 01 10 00 "Summary."

1.3 FINAL CLEANING

A. Owner will provide final cleaning after Final Acceptance.
B. Execute final cleaning prior to final Project assessment.
C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; and vacuum carpeted and soft surfaces.
D. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

E. Replace filters of operating equipment.
F. Clean debris from roofs, gutters, downspouts, and drainage systems.
G. Clean site; sweep paved areas, rake clean landscaped surfaces.
H. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Primary Designer days prior to startup of each item.
C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
E. Verify wiring and support components for equipment are complete and tested.
F. Execute startup under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
G. When specified in individual Specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or system in operation.
H. Submit a written report in accordance with Section 01 33 00 "Submittal Procedures" that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel 2 weeks prior to date of final inspection.
B. For equipment or systems requiring seasonal operation, perform demonstration for other season within 6 months.
C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain aspects of operation and maintenance.
D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
F. Required instruction time for each item of equipment and system is specified in individual Sections.

1.6 TESTING, ADJUSTING, AND BALANCING

A. Testing, adjusting, and balancing will be performed in accordance with requirements specified in Section 23 05 93 "Testing, Adjusting, and Balancing."
B. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.
C. Owner will appoint and employ services of independent firm to perform testing, adjusting, and balancing. Contractor shall pay for services from cash allowance specified in Section 01 20 00 "Price and Payment Procedures."

D. Independent firm will perform services specified in Section 23 05 93 "Testing, Adjusting, and Balancing."
E. Reports will be submitted by independent firm to Architect indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

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. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.8 HAZARDOUS MATERIALS AFFIDAVITS

A. Provide notarized affidavits declaring that hazardous materials were not incorporated into or delivered to site.
B. Hazardous materials include asbestos, lead polychlorinated biphenyl (PCB), prohibited termite eradication chemicals or any substance of any proportion determined or suspected by an agency of federal or state government to create a health hazard.
C. Provide table of contents listing affidavits in alphabetical order.
D. Prepare cover page with printed title "AFFIDAVITS OF NON-INCORPORATED HAZARDOUS MATERIALS," Title of Project, Project Address, Owner's Name, Address and Phone, and Date of Construction Completion.
E. Provide 1 complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format.
F. Submit prior to Application for Final Payment.

1.9 PROJECT RECORD DOCUMENTS

A. Maintain on site 1 set of record documents; record actual revisions to Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Complete set of MSDS sheets for materials.
   7. Manufacturer's instruction for assembly, installation, and adjusting.
B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress, not less than weekly.
E. Specifications: Legibly mark and record at each product Section description of products installed, including following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.

3. Changes made by Addenda, Change Orders, RFI responses, and other modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract Drawings.
   6. Changes made by Addenda, Change Order, RFI responses, and other modifications.
   7. Submit in OCR (Optical Character Recognition)/PDF format.
   8. Comply with most current requirements of Department of State Health Services, Texas Asbestos Health Protection Rules (TAHPR), Title 25., HEALTH SERVICES, Part I, Chapter 295-Occupational Health, §295.34-Asbestos Management in Facilities and Public Buildings, paragraph (i) as a minimum and as outlined below.
   9. Submit MSDS on products used in construction of Project.
   10. Submit MSDS electronically in 8-1/2- by 11-inch format text pages.
   11. Prepare cover page with printed title "MATERIAL SAFETY DATA SHEETS (MSDS)," Title of Project, Project Address, Owner's Name, Address and Phone, and Date of Construction Completion.
   12. Internally subdivide contents with page dividers, organized into CSI format shown in Project Manual.
   13. Prepare a table of contents, listing each of Division headings and listing each material/product under each heading by manufacturer and material/product name.
   14. Submit complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format.
   15. Submit information with Application for Final Payment and include MSDS for materials/products delivered or installed in Project.
   16. Failure to submit updated electronic MSDS documents will cause Application for Final Payment to be held by Architect (not submitted to Owner for processing) until such time updated electronic MSDS documents are received and reviewed for compliance by Architect.

G. Submit documents to Architect with claim for final Application for Payment.

1.10 OPERATION AND MAINTENANCE DATA

A. Submit data electronically in 8-1/2- by 11-inch text pages, OCR (Optical Character Recognition)/PDF format.

B. Prepare cover page with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project.

C. Internally subdivide contents with page dividers, logically organized as described below:
   1. Drawings: Provide in OCR (Optical Character Recognition)/PDF format.
   2. Contents: Prepare Table of Contents for each file (if multiple files), with each product or system description identified, in 3 parts as follows:
      a. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, subcontractors, and major equipment suppliers.
      b. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section**.** For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify:
         1) Significant design criteria.

2) List of equipment.
3) Parts list for each component.
4) Operating instructions.
5) Maintenance instructions for equipment and systems.
6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

c. Part 3: Project documents and certificates, including:
1) Shop Drawings and product data.
2) Air and water balance reports.
3) Certificates.
4) Scanned copies of warranties and bonds in OCR (Optical Character Recognition)/PDF format.

D. Submit 1 complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format.

E. Submit documents with Application for Final Payment.

1.11 MANUAL FOR MATERIALS AND FINISHES

A. Submit in OCR (Optical Character Recognition)/PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return electronic file with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.

C. Submit 1 electronic copy of completed volumes 15 days prior to final inspection. Draft copy to be reviewed and returned after final inspection, with Architect comments. Revise content of electronic document set as required prior to final submission.

D. Submit electronic documents of revised final volumes in final form within 10 days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product Specification Sections.

I. Include listing in Table of Contents for design data, with fly sheet.

1.12 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit in OCR (Optical Character Recognition)/PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit electronic documents within 10 days after acceptance.

C. Submit electronic copy of completed volume(s) 15 days prior to final inspection. Draft copy to be reviewed and returned after final inspection, with Architect comments. Revise content of electronic document set as required prior to final submission.

D. Submit electronic documents in OCR (Optical Character Recognition)/PDF format of revised final volumes in final form within 10 days after final inspection.
E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
G. Include color coded wiring diagrams as installed.
H. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
J. Include servicing and lubrication schedule, and list of lubricants required.
K. Include manufacturer's printed operation and maintenance instructions.
L. Include sequence of operation by controls manufacturer.
M. Include original manufacturer's parts list, illustrations, assembly Drawings, and diagrams required for maintenance.
N. Include control diagrams by controls manufacturer as installed.
O. Include Contractor's coordination Drawings, with color coded piping diagrams as installed.
P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
R. Include test and balancing reports as specified in Section 01 40 00 "Quality Requirements."
S. Additional Requirements: As specified in individual product Specification Sections.
T. Include listing in Table of Contents for design data, with dividers.

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 Project site and place in location as directed by Owner; obtain receipt prior to final payment.
C. Submit receipts signed by Owner or letter stating Contractor has delivered extra products to Owner.

1.14 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers, within 10 days after completion of applicable item of Work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and are notarized.
D. Co-execute submittals when required.
E. Include Table of Contents.
F. Submit 1 complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format for review.
G. Submit prior to Application for Final Payment.

H. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.
   3. Salvage of existing items to be reused or recycled.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 73 00 "Execution" for cutting and patching procedures.
   3. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.
   1. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   2. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   3. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property , for dust control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
   1. Before selective demolition, Owner will remove the following items:
      a. <**Insert items to be removed by Owner**>.
B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
D. Storage or sale of removed items or materials on-site is not permitted.
E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
   1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
   2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. Building manager will arrange to shut off indicated services/systems when requested by Contractor.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
   2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   5. Maintain adequate ventilation when using cutting torches.
   6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
   7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
C. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
B. Burning: Do not burn demolished materials.
C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 20 00.10 "Earth Moving for Facility" for drainage fill under slabs-on-grade.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with 1 or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.3 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.
   1. Form materials and form-release agents.
   2. Reinforcement accessories.
   3. Fiber reinforcement.
   4. Admixtures.
   5. Waterstops.
   6. Curing materials.
   7. Bonding agents.
   8. Adhesives.
   9. Vapor retarders.
   10. Epoxy joint filler.
   11. Joint-filler strips.
   12. Repair materials.

B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments. Submitted compressive test results must be less than 6 months old.
   1. Indicate amounts of mix water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose Work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
   1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
   1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from 1 source, and each admixture from the same manufacturer.

E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
   1. ACI 301, "Specification for Structural Concrete."
   2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Meetings."
   1. Prior to placing any concrete, hold a pre-installation conference meeting involving the Superintendent, Architect, applicable subcontractors, and testing lab. The meeting will include the following subjects (minimum):
      a. Site Preparation.
      b. Grades and drainage.
      c. Coordination with other subcontractor.
      d. Installation of auxiliary materials (vapor retarders, ducts, etc.).
      e. Type of floor and thickness.
      f. Forming.
      g. Bulk head locations.
      h. Reinforcement and placement.
      i. Joints.
      j. Flatness and levelness.
      k. Concrete materials.
      l. Compaction of soil.
      m. Adding water.
      n. Placement method.
      o. Finishing tools and finishing.
      p. Curing.
      q. Sealing/hardeners.
      r. Testing and inspection.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
   1. Plywood, metal, or other approved panel materials.
B. Rough-Formed Finished Concrete: Plywood, lumber, metal, earth, or another approved material. Provide lumber dressed on at least 2 edges and 1 side for tight fit.
C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4- by 3/4-inch, minimum.
E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
   1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
   1. Furnish units that will leave no corrodible metal closer than 1-inch to the plane of the exposed concrete surface.
   2. Furnish ties that, when removed, will leave holes not larger than 1-inch in diameter in concrete surface.
   3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706, deformed.
C. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, and spacers for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire or plastic, and as follows:
   1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
   2. Plastic, wood, concrete or clay blocks and other devices are not permissible.
B. Joint Dowel Bars: Plain-steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.
C. Joint Dowel System: Diamond dowel system from PNA Construction Technologies (1.800.542.0214).

2.4 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I, II, or I/II.
B. Fly Ash: ASTM C 618, Class C.
C. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
   1. Class: Moderate weathering region, but not less than 3M.
   2. Nominal Maximum Aggregate Size: 1-inch.
D. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
B. Air-Entraining Admixture: ASTM C 260.
C. Water-Reducing Admixture: ASTM C 494, Type A.
D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.6 FIBER REINFORCEMENT

A. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.

2.7 WATERSTOPS

A. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
   1. Profile: Flat, dumbbell without center bulb.
   2. Profile: Ribbed without center bulb.
B. Self-Expanding Strip Waterstops: Manufactured rectangular or trapezoidal strip, sodium bentonite or other hydrophylic material for adhesive bonding to concrete.

2.8 VAPOR BARRIERS

A. Vapor Barrier (Under Slab): Shall conform to ASTM E 1745, Class A and shall have a maximum water vapor permeance of 0.01 perms [grains/(ft^2 * hr * in. Hg)] before and after the mandatory conditioning tests ASTM E 154 Sections 8, 11, 12, and 13. Vapor barrier component no less than 15 mils thick in accordance with ACI 302, 1R-96.
B. Granular Fill: Narrowly graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 448; coarse-aggregate size 89; with 100 percent passing a 1/2-inch sieve and 0 to 5 percent passing a No. 50 sieve.

2.9 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete. Dayton Superior - Sure Film J-74 or equal.
B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
C. Water: Potable.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.10 RELATED MATERIALS

A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
B. Epoxy Joint Filler: 2-component, semirigid, 100 percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D 2240.
C. Epoxy-Bonding Adhesive: ASTM C 881, 2-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
    1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
D. Dovetail Anchor Slots: Hot-dip galvanized steel sheet, not less than 0.0336-inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.11 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8-inch and that can be feathered at edges to match adjacent floor elevations.
    1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
    2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
    3. Aggregate: Well-graded, washed gravel, 1/8- to 1/4-inch or coarse sand as recommended by underlayment manufacturer.
    4. Compressive Strength: Not less than 4,100 psi at 28 days when tested according to ASTM C 109.
B. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4-inch.
    1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
    2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
    3. Aggregate: Well-graded, washed gravel, 1/8- to 1/4-inch or coarse sand as recommended by topping manufacturer.
    4. Compressive Strength: Not less than 5,700 psi at 28 days when tested according to ASTM C 109.

2.12 CONCRETE MIXES

A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
   1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
   2. For each design mix submitted that includes the use of fly ash, an alternate design mix shall be submitted excluding fly ash. The alternate design mix shall be provided for concrete placements that occur during cold weather as defined by ACI 306.1.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.

C. Footings: Proportion normal-weight concrete mix as follows:
   1. Compressive Strength (28 Days): 3,000 psi.
   2. Minimum Slump: 3 inches.
   3. Maximum Slump: 5 inches.
   4. Maximum Slump for Concrete Containing High-Range Water-Reducing Admixture: 8 inches after admixture is added to concrete with 2- to 4-inch slump.
   5. Maximum water-cementitious material ratio: 0.45.
   6. Cementitious material shall be 15 percent fly ash by weight.

D. Slab-on-Grade: Proportion normal-weight concrete mix as follows:
   1. Compressive Strength (28 Days): 3,000 psi minimum.
   2. Minimum Slump: 3 inches.
   3. Maximum Slump: 6 inches.
   4. Maximum water-cementitious material ratio: 0.45.
   5. Cementitious material shall be 15 percent fly ash by weight.

E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
   1. Fly Ash: 20 percent.

F. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
   1. Air Content: 5.5 percent for 1-1/2-inch nominal maximum aggregate size.
   2. Air Content: 6 percent for 1-inch nominal maximum aggregate size.
   3. Air Content: 6 percent for 3/4-inch nominal maximum aggregate size.

G. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.

H. Admixtures with chloride-ions are prohibited.

I. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 lb./cu. yd.

J. Admixtures: Use admixtures according to manufacturer's written instructions.
   1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
   2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
   3. Use water-reducing admixture in pumped concrete and concrete with a water-cementitious materials ratio below 0.50.

2.13 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.14 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
   1. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
   1. Class B, 1/4-inch.
D. Construct forms tight enough to prevent loss of concrete mortar.
E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
   1. Do not use rust-stained steel form-facing material.
F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
H. Chamfer exterior corners and edges of permanently exposed concrete.
I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   1. Install anchor bolts, accurately located, to elevations required.
   2. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved at least 70 percent of 28-day design compressive strength.
   1. Determine compressive strength of in-place concrete by testing representative field- or laboratory-cured test specimens according to ACI 301.
   2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 SHORES AND RESHORES

A. Comply with ACI 318, ACI 301, and recommendations in ACI 347R for design, installation, and removal of shoring and reshoring.
B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 VAPOR BARRIER

A. Vapor Barrier: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.

3.6 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
   1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least 1 mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

F. All reinforcement to be in place prior to placing of concrete. Equipment will not be allowed to drive over reinforcement.

3.7 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
6. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least 1/4 of concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8-inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with early entry power saw. Cut 1/8-inch wide joints into concrete within 1 to 2 hours after the finishing process and before final set.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2-inch or more than 1-inch below finished concrete surface where joint sealants, specified in Section 07 92 00 “Joint Sealants,” are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than 1 length is required, lace or clip sections together.

E. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
   1. Use dowel sleeves or lubricate or asphalt-coat 1/2 of dowel length to prevent concrete bonding to 1 side of joint.

3.8 WATERSTOPS

A. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, bonding or mechanically fastening and firmly pressing into place. Install in longest lengths practicable.

3.9 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.
   1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
   2. Do not add water to concrete beyond the limit of water withheld from the plant.
C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
D. Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
   1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
   2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
   1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
   2. Maintain reinforcement in position on chairs during concrete placement.
   3. Screed slab surfaces with a straightedge and strike off to correct elevations.
   4. Slope surfaces uniformly to drains where required.
   5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete Work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   1. When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
   1. Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
   2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
   3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.10 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch in height.
   1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
   2. Do not apply rubbed finish to smooth-formed finish.

C. Rubbed Finish: Apply the following to smooth-formed finished concrete:
   1. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes.
   1. Apply scratch finish to surfaces indicated and to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finishes.

C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
   1. Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

D. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
   1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system
   2. Finish surfaces to the following tolerances, measured within 24 hours according to ASTM E 1155 for a randomly trafficked floor surface:
      a. Specified overall values of flatness, F(F) 35; and levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and levelness, F(L) 17; for slabs-on-grade.
      b. Specified overall values of flatness, F(F) 30; and levelness, F(L) 20; with minimum local values of flatness, F(F) 24; and levelness, F(L) 15; for suspended slabs.
   3. Finish and measure surface so gap at any point between concrete surface and an unleveled freestanding 10-foot long straightedge, resting on 2 high spots and placed anywhere on the surface, does not exceed the following:
      a. 3/16-inch.

E. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
   1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.12 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after Work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

3.13 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.

B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by the following method:

C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by the following method:

1. Initial curing period of 4 days:
    a. Moisture Curing: Keep surfaces continuously moist for not less than 4 days with the following materials:
        1) Water.
        2) Continuous water-fog spray.
        3) Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
    b. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than 7 days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
        1) Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
        2) Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
        3) Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.

2. Secondary curing period of 3 days:
    a. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
    b. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.14 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
    1. Defer joint filling until concrete has aged at least 6 months. Do not fill joints until construction traffic has permanently ceased.
B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
C. Install semirigid epoxy joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
    1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2-inch in any dimension in solid concrete but not less than 1-inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
    2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
    3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
   1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01-inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
   2. After concrete has cured at least 14 days, correct high areas by grinding.
   3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
   4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
   5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4-inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
   6. Repair defective areas, except random cracks and single holes 1-inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
   7. Repair random cracks and single holes 1-inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.16 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
   1. Testing Frequency: Obtain 1 composite sample for each day's pour of each concrete mix exceeding 5 cu. yd., but less than 25 cu. yd., plus 1 set for each additional 50 cu. yd. or fraction thereof.
      a. When frequency of testing will provide fewer than 5 compressive-strength tests for each concrete mix, testing shall be conducted from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
   2. Slump: ASTM C 143; 1 test at point of placement for each composite sample, but not less than 1 test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
   3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; 1 test for each composite sample, but not less than 1 test for each day's pour of each concrete mix.
   4. Concrete Temperature: ASTM C 1064; 1 test hourly when air temperature is 40 degrees F and below and when 80 degrees F and above, and 1 test for each composite sample.
   5. Compression Test Specimens: ASTM C 31; cast and laboratory cure 1 set of 4 standard cylinder specimens for each composite sample.
   6. Compressive-Strength Tests: ASTM C 39; test 2 laboratory-cured specimens at 7 days and 2 at 28 days.
      a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at age indicated.
   7. Testing specimens are to be taken after all admixtures and/or field added water has been added and incorporated into concrete.

C. Strength of each concrete mix will be satisfactory if every average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION

SECTION 04 20 00 - UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Concrete masonry units.
   2. Decorative concrete masonry units.
   3. Clay face brick.
   4. Steel reinforcing bars.
   5. Masonry-joint reinforcement.
   6. Ties and anchors.
   7. Embedded flashing.
   8. Miscellaneous masonry accessories.
   9. Masonry-cell fill.

B. Products Installed but not Furnished under This Section:
   1. Cast-stone trim in unit masonry.
   2. Steel lintels in unit masonry.
   3. Steel shelf angles for supporting unit masonry.
   4. Cavity wall insulation.

C. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 04 22 00 "Concrete Unit Masonry" for structural requirements of unit masonry.
   3. Section 07 19 00 "Water Repellents" for water repellents applied to unit masonry assemblies.
   4. Section 07 21 00 "Thermal Insulation" for cavity wall insulation.
   5. Section 07 62 00 "Sheet Metal Flashing and Trim" for sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.

1.2 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).
B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Shop Drawings: For the following:
   1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
   2. Stone Trim Units: Show sizes, profiles, and locations of each stone trim unit required.
   3. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.[Show elevations of reinforced walls.]
   4. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
C. Samples for Verification: For each type and color of the following:
   1. Decorative CMUs.
   2. Brick.

3. Stone trim.
4. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project.
5. Weep holes.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each type and size of the following:
   1. Masonry units.
      a. Include data on material properties.
      b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
      c. For exposed brick, include test report for efflorescence according to ASTM C67.
   2. Integral water repellent used in CMUs.
   3. Cementitious materials. Include name of manufacturer, brand name, and type.
   4. Mortar admixtures.
   5. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
   6. Grout mixes. Include description of type and proportions of ingredients.
   7. Reinforcing bars.
   8. Joint reinforcement.
   9. Anchors, ties, and metal accessories.

B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
   1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
   2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.

C. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.

D. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.

E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.6 FIELD CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
   1. Extend cover a minimum of 24 inches down both sides of walls, and hold cover securely in place.
   2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe, and hold cover in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
   1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
   2. Protect sills, ledges, and projections from mortar droppings.
   3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
   4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
   1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.

E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 PERFORMANCE REQUIREMENTS

A. Provide unit masonry that develops indicated net-area compressive strengths at 28 days.
   1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to TMS 602/ACI 530.1/ASCE 6.
   2. Determine net-area compressive strength of masonry by testing masonry prisms according to ASTM C1314.

2.3 UNIT MASONRY, GENERAL

A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.

B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet vertically and horizontally of a walking surface.

C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
   1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

2.4 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
   1. Provide square-edged units for outside corners unless otherwise indicated.

B. Integral Water Repellent: Provide units made with integral water repellent for exposed units.
   1. Integral Water Repellent: Liquid polymeric, integral water-repellent admixture that does not reduce flexural bond strength. Units made with integral water repellent, when tested according to ASTM E514/E514M as a wall assembly made with mortar containing integral water-repellent manufacturer's mortar additive, with test period extended to 24 hours, shall show no visible water or leaks on the back of test specimen.
      a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
         1) ACM Chemistries.
         2) BASF Corp. - Construction Chemicals.
         3) Euclid Chemical Company (The); an RPM company.
         4) GCP Applied Technologies Inc.
         5) Moxie International.

C. CMUs: ASTM C90.
   1. Density Classification: Normal weight.
   2. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
   3. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.

D. Decorative CMUs: ASTM C90.
   1. Manufacturers: Subject to compliance with requirements, provide products by the following:
      a. <Texas Building Products>.
   2. Density Classification: Normal weight.
   3. Size (Width): Manufactured to dimensions specified in "CMUs" Paragraph.
   4. Pattern and Texture:
      a. Standard pattern, split-face finish.[Match Architect's samples.]
   5. Colors: Match Architect's samples.

2.5 MASONRY LINTELS

A. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs matching adjacent CMUs in color, texture, and density classification, with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

2.6 BRICK

A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:
   1. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.

B. Clay Face Brick: Facing brick complying with ASTM C216.
   1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
      a. <Belden Brick Company; Type B = 470-479 Medium A, Smooth>.
      b. Belden Brick Company; Type C = Modular 461-463, Velour A
   2. Color and Texture: Match Architect's samples.

2.7 MORTAR AND GROUT MATERIALS

A. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

B. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Davis Colors.
      b. Euclid Chemical Company (The); an RPM company.
      c. Lanxess Corporation.
      d. Solomon Colors, Inc.

C. Colored Cement Products: Packaged blend made from portland cement and hydrated lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.
   1. Colored Portland Cement-Lime Mix:
      a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
         1) Essroc.
         2) Holcim (US) Inc.
         3) Lafarge North America Inc.
         4) Lehigh Hanson; HeidelbergCement Group.
   2. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
   3. Pigments shall not exceed 10 percent of portland cement by weight.

D. Aggregate for Mortar: ASTM C144.
   1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.

E. Aggregate for Grout: ASTM C404.
F. Water: Potable.

2.8 REINFORCEMENT

A. Uncoated-Steel Reinforcing Bars: ASTM A615/A615M or ASTM A996/A996M, Grade 60.
B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
    1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
        a. Dur-O-Wal; a Hohmann & Barnard company.
        b. Heckmann Building Products, Inc.
        c. Hohmann & Barnard, Inc.
        d. Lock Rite.
        e. Wire-Bond.
C. Masonry-Joint Reinforcement, General: ASTM A951/A951M.
    1. Exterior Walls: [Hot-dip galvanized carbon] [Stainless] steel.
    2. Wire Size for Side Rods: 0.187-inch diameter.
    3. Wire Size for Cross Rods: 0.187-inch diameter.
    4. Wire Size for Veneer Ties: 0.187-inch diameter.
    5. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
    6. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.
D. Masonry-Joint Reinforcement for Multiwythe Masonry:
    1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
        a. Wire-Bond.
    2. Ladder type with one side rod at each face shell of hollow masonry units more than 4 inches wide, plus two side rods at each wythe of masonry 4 inches wide or less.
    3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch and maximum vertical adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.

2.9 TIES AND ANCHORS

A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.
B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
    1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A153/A153M, Class B-2 coating.
    2. Galvanized-Steel Sheet: ASTM A653/A653M, Commercial Steel, G60 zinc coating.

2.10 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
   1. Fabricate metal drip edges and sealant stops for ribbed metal flashing from plain metal flashing of same metal as ribbed flashing and extending at least 3 inches into wall with hemmed inner edge to receive ribbed flashing and form a hooked seam. Form hem on upper surface of metal so that completed seam sheds water.
   2. Solder metal items at corners.

B. Flexible Flashing: Use the following unless otherwise indicated:
   1. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymer alloy.
      a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
         1) Hohmann & Barnard, Inc.
         2) Hyload, Inc.
         3) Mortar Net Solutions.
         4) Wire-Bond.
      b. Self-Adhesive Sheet: Elastomeric thermoplastic flashing, 0.025 inch thick, with a 0.015-inch- thick coating of adhesive.
      c. Self-Adhesive Sheet with Drip Edge: Elastomeric thermoplastic flashing, 0.025 inch thick, with a 0.015-inch- thick coating of rubberized-asphalt adhesive. Where flashing extends to face of masonry, rubberized-asphalt coating is held back approximately 1-1/2 inches from edge.
         1) Color: White.
      d. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

2.11 MISCELLANEOUS MASONRY ACCESSORIES

A. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

B. Weep/Cavity Vent Products: Use the following unless otherwise indicated:
   1. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch less than depth of outer wythe; in color selected from manufacturer's standard.
      a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
         1) Advanced Building Products Inc.
         2) CavClear/Archovations, Inc.
         3) Keene Building Products.
         4) Mortar Net Solutions.

C. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Advanced Building Products Inc.
      b. CavClear/Archovations, Inc.
      c. Heckmann Building Products, Inc.
      d. Hohmann & Barnard, Inc.

e. Mortar Net Solutions.
f. Wire-Bond.

2. Configuration: Provide one of the following:
   a. Strips, full depth of cavity and 10 inches high, with dovetail-shaped notches 7 inches deep that prevent clogging with mortar droppings.

2.12 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
      b. EaCo Chem, Inc.
      c. PROSOCO, Inc.

2.13 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
   1. Do not use calcium chloride in mortar or grout.
B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
C. Mortar for Unit Masonry: Comply with ASTM C270, [Proportion] [Property] Specification. Provide the following types of mortar for applications stated unless another type is indicated[or needed to provide required compressive strength of masonry].
   1. For masonry below grade or in contact with earth, use Type M.
   2. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
D. Grout for Unit Masonry: Comply with ASTM C476.
   1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
   2. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C143/C143M.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
   1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
   2. Verify that foundations are within tolerances specified.

3. Verify that reinforcing dowels are properly placed.
4. Verify that substrates are free of substances that impair mortar bond.

B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections.

C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.

D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested according to ASTM C67. Allow units to absorb water so they are damp but not wet at time of laying.

3.3 TOLERANCES

A. Dimensions and Locations of Elements:
1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:
1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet or 1/2-inch maximum.

7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:
1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in one-half running bond with vertical joint in each course centered on units in courses above and below ; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

C. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

E. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.

G. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.5 MORTAR BEDDING AND JOINTING

A. Lay as follows:
1. Bed face shells in mortar and make head joints of depth equal to bed joints.
2. Bed webs in mortar in all courses of piers, columns, and pilasters.
3. Bed webs in mortar in grouted masonry, including starting course on footings.
4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.

B. Lay solid masonry units and hollow brick with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Lay structural clay tile as follows:
   1. Lay vertical-cell units with full head joints unless otherwise indicated. Provide bed joints with full mortar coverage on face shells and webs.
   2. Lay horizontal-cell units with full bed joints unless otherwise indicated. Keep drainage channels, if any, free of mortar. Form head joints with sufficient mortar so excess will be squeezed out as units are placed in position. Butter both sides of units to be placed, or butter one side of unit already in place and one side of unit to be placed.
   3. Maintain joint thicknesses indicated except for minor variations required to maintain bond alignment. If not indicated, lay walls with 1/4- to 3/8-inch- thick joints.

D. Set firebox brick in full bed of refractory mortar with full head joints. Form joints by buttering both surfaces of adjoining brick and sliding it into place. Make joints just wide enough to accommodate variations in size of brick, approximately 1/8 inch. Tool joints smooth on surfaces exposed to fire or smoke.

E. Install clay flue liners to comply with ASTM C1283. Install flue liners ahead of surrounding masonry. Set clay flue liners in full bed of refractory mortar 1/16 to 1/8 inch thick. Strike joints flush on inside of flue to provide smooth surface. Maintain expansion space between flue liner and surrounding masonry except where surrounding masonry is required to provide lateral support for flue liners.

F. Set cast-stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
   1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
   2. Allow cleaned surfaces to dry before setting.
   3. Wet joint surfaces thoroughly before applying mortar.
   4. Rake out mortar joints for pointing with sealant.

G. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
   1. For glazed masonry units, use a nonmetallic jointer 3/4 inch or more in width.

H. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

I. Cut joints flush where indicated to receive waterproofing, cavity wall insulation, and air barriers unless otherwise indicated.

3.6 COMPOSITE MASONRY

A. Bond wythes of composite masonry together [**using one of the following methods**] [**as follows**]:
   1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 1.77 sq. ft. of wall area spaced not to exceed 16 inches o.c. horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches o.c. vertically.
      a. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) ties.
   2. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.

a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
b. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties.

3. Header Bonding: Provide masonry unit headers extending not less than 3 inches into each wythe. Space headers not more than 8 inches clear horizontally and 16 inches clear vertically.

B. Bond wythes of composite masonry together using bonding system indicated on Drawings.

C. Collar Joints: Solidly fill collar joints by parging face of first wythe that is laid and shoving units of other wythe into place.

D. Corners: Provide interlocking masonry unit bond in each wythe and course at corners unless otherwise indicated.
1. Provide continuity with masonry-joint reinforcement at corners by using prefabricated L-shaped units as well as masonry bonding.

E. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, bond walls together as follows:
1. Provide individual metal ties not more than 16 inches o.c.
2. Provide continuity with masonry-joint reinforcement by using prefabricated T-shaped units.
3. Provide rigid metal anchors not more than 24 inches o.c. If used with hollow masonry units, embed ends in mortar-filled cores.

3.7 CAVITY WALLS

A. Bond wythes of cavity walls together as follows:
1. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.
a. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties to allow for differential movement regardless of whether bed joints align.
2. Header Bonding: Provide masonry unit headers extending not less than 3 inches into each wythe. Space headers not more than 8 inches clear horizontally and 16 inches clear vertically.
3. Masonry-Veneer Anchors: Comply with requirements for anchoring masonry veneers.

B. Bond wythes of cavity walls together using bonding system indicated on Drawings.

C. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.

D. Parge cavity face of backup wythe in a single coat approximately 3/8 inch thick. Trowel face of parge coat smooth.

E. Installing Cavity Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.
1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.8 MASONRY-JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
   1. Space reinforcement not more than 16 inches o.c.
   2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
   3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
C. Provide continuity at wall intersections by using prefabricated T-shaped units.
D. Provide continuity at corners by using prefabricated L-shaped units.
E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.9 CONTROL AND EXPANSION JOINTS

A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
B. Form control joints in concrete masonry as follows:
   1. Install preformed control-joint gaskets designed to fit standard sash block.
C. Form expansion joints in brick as follows:
   1. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Section 07 92 00 "Joint Sealants."
D. Provide horizontal, pressure-relieving joints by either leaving an airspace or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 07 92 00 "Joint Sealants," but not less than 3/8 inch.
   1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.10 LINTELS

A. Install steel lintels where indicated.
B. Provide masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.
C. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

3.11 FLASHING, WEEP HOLES, AND CAVITY VENTS

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
B. Install flashing as follows unless otherwise indicated:
   1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and through inner wythe to within 1/2 inch of the interior face of wall in exposed masonry. Where interior face of wall is to receive furring or framing, carry flashing completely through inner wythe and turn flashing up approximately 2 inches on interior face.
3. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
4. Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Section 07 92 00 "Joint Sealants" for application indicated.
5. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
6. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.

C. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

D. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.
1. Use specified weep/cavity vent products to form weep holes.
2. Space weep holes 24 inches o.c. unless otherwise indicated.

E. Place cavity drainage material in airspace behind veneers to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

F. Install cavity vents in head joints in exterior wythes at spacing indicated. Use specified weep/cavity vent products to form cavity vents.
1. Close cavities off vertically and horizontally with blocking in manner indicated. Install through-wall flashing and weep holes above horizontal blocking.

3.12 REINFORCED UNIT MASONRY

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
2. Limit height of vertical grout pours to not more than 60 inches.

3.13 PARGING

A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch. Dampen wall before applying first coat, and scarify first coat to ensure full bond to subsequent coat.
B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a cove at bottom.
C. Damp-cure parging for at least 24 hours and protect parging until cured.

3.14 REPAIRING, POINTING, AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
    1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
    2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
    3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
    4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
    5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
    6. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.
    7. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
    8. Clean stone trim to comply with stone supplier's written instructions.
    9. Clean limestone units to comply with recommendations in ILI's "Indiana Limestone Handbook."

3.15 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
    1. Crush masonry waste to less than 4 inches in each dimension.
    2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 31 20 00 "Earth Moving."

3. Do not dispose of masonry waste as fill within 18 inches of finished grade.

C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.

D. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION

SECTION 04 72 00 - CAST STONE MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Trim units.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
1. For cast stone units, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
B. Shop Drawings: Show fabrication and installation details for cast stone units. Include dimensions, details of reinforcement and anchorages if any, and indication of finished faces.
1. Include building elevations showing layout of units and locations of joints and anchors.
C. Samples for Verification:
1. For each trim shape required, 4 inches in length.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Coordinate delivery of cast stone with unit masonry work to avoid delaying the Work and to minimize the need for on-site storage.
B. Pack, handle, and ship cast stone units in suitable packs or pallets.
1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units if required, using dollies with wood supports.
2. Store cast stone units on wood skids or pallets with nonstaining, waterproof covers, securely tied. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.
C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
D. Store mortar aggregates where grading and other required characteristics can be maintained and contamination can be avoided.

1.4 PROJECT CONDITIONS

A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements in TMS 602.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until cast stone has dried, but no fewer than seven days after completing cleaning.
B. Hot-Weather Requirements: Comply with hot-weather construction requirements in TMS 602.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Cast Stone: Obtain cast stone units from single source from single manufacturer.

2.2 CAST STONE UNITS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. <Architectural Cast Stone Corp>.
   2. Classic Cast Stone of Dallas, Inc.
   3. Continental Cast Stone Manufacturing, Inc.
   4. Dallas Cast Stone Co., Inc.
   5. Miller Precast, Inc.
   6. Stone Legends Div., C.S.C.S., Inc.
   7. United Cast Stone.

B. Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.
   1. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
   2. Provide drips on projecting elements unless otherwise indicated.

C. Fabrication Tolerances:
   1. Variation in Cross Section: Do not vary from indicated dimensions by more than 1/8 inch.
   2. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or 1/8 inch, whichever is greater, but in no case by more than 1/4 inch.
   3. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or 1/8 inch, whichever is greater.

D. Cure Units as Follows:
   1. Cure units in enclosed, moist curing room at 95 percent relative humidity and temperature of 100 deg F for 12 hours or 70 deg F for 16 hours.
   2. Keep units damp and continue curing to comply with one of the following:
      a. No fewer than seven days at mean daily temperature of 50 deg F or above.

E. Acid etch units after curing to remove cement film from surfaces to be exposed to view.

F. Colors and Textures: Match existing units.

2.3 MORTAR MATERIALS

A. Provide mortar materials that comply with Section 04 20 00 "Unit Masonry."

B. Water: Potable.

2.4 ACCESSORIES

A. Anchors: Type and size indicated, fabricated from steel complying with ASTM A36/A36M and hot-dip galvanized to comply with ASTM A123/A123M.

B. Dowels: 1/2-inch- diameter round bars, fabricated from steel complying with ASTM A36/A36M and hot-dip galvanized to comply with ASTM A123/A123M.

C. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cast stone manufacturer and expressly approved by cleaner manufacturer for use on cast stone and adjacent masonry materials.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
      b. EaCo Chem, Inc.
      c. PROSOCO, Inc.

2.5 MORTAR MIXES

A. Comply with requirements in Section 04 20 00 "Unit Masonry" for mortar mixes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SETTING CAST STONE IN MORTAR

A. Set cast stone as indicated in TMS 604.
B. Install cast stone units to comply with requirements in Section 04 20 00 "Unit Masonry."
C. Set cast stone as indicated on Drawings. Set units accurately in locations indicated, with edges and faces aligned according to established relationships and indicated tolerances.
   1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
   2. Coordinate installation of cast stone with installation of flashing specified in other Sections.
D. Wet joint surfaces thoroughly before applying mortar or setting in mortar.
E. Set units in full bed of mortar with full head joints unless otherwise indicated.
   1. Set units with joints 3/8 to 1/2 inch wide unless otherwise indicated.
   2. Build anchors and ties into mortar joints as units are set.
   3. Fill dowel holes and anchor slots with mortar.
   4. Fill collar joints solid as units are set.
   5. Build concealed flashing into mortar joints as units are set.
   6. Keep head joints in copings and between other units with exposed horizontal surfaces open to receive sealant.
   7. Keep joints at shelf angles open to receive sealant.
F. Rake out joints for pointing with mortar to depths of not less than 3/4 inch. Rake joints to uniform depths with square bottoms and clean sides. Scrub faces of units to remove excess mortar as joints are raked.
G. Point mortar joints by placing and compacting mortar in layers not greater than 3/8 inch. Compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.

H. Tool exposed joints slightly concave when thumbprint hard. Use a smooth plastic jointer larger than joint thickness.
I. Rake out joints for pointing with sealant to depths of not less than 3/4 inch. Scrub faces of units to remove excess mortar as joints are raked.
J. Point joints with sealant to comply with applicable requirements in Section 07 92 00 "Joint Sealants."
    1. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.
K. Provide sealant joints at head joints of copings and other horizontal surfaces; at expansion, control, and pressure-relieving joints; and at locations indicated.
    1. Keep joints free of mortar and other rigid materials.
    2. Build in compressible foam-plastic joint fillers where indicated.
    3. Form joint of width indicated, but not less than 3/8 inch.
    4. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.
    5. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Section 07 92 00 "Joint Sealants."

3.3 SETTING ANCHORED CAST STONE WITH SEALANT-FILLED JOINTS

A. Set cast stone as indicated in TMS 604.
B. Set cast stone as indicated on Drawings. Set units accurately in locations indicated, with edges and faces aligned according to established relationships and indicated tolerances.
    1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
    2. Shim and adjust anchors, supports, and accessories to set cast stone in locations indicated with uniform joints.
C. Keep cavities open where unfilled space is indicated between back of cast stone units and backup wall; do not fill cavities with mortar or grout.
D. Fill anchor holes with sealant.
    1. Where dowel holes occur at pressure-relieving joints, provide compressible material at ends of dowels.
E. Set cast stone supported on clip or continuous angles on resilient setting shims. Use material of thickness required to maintain uniform joint widths. Hold shims back from face of cast stone a distance at least equal to width of joint.
F. Keep joints free of mortar and other rigid materials. Remove temporary shims and spacers from joints after anchors and supports are secured in place and cast stone units are anchored. Do not begin sealant installation until temporary shims and spacers are removed.
    1. Form open joint of width indicated, but not less than 3/8 inch.
G. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.
H. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Section 07 92 00 "Joint Sealants."

3.4 INSTALLATION TOLERANCES

A. Variation from Plumb: Do not exceed , 1/4 inch in 20 ft., or 1/2 inch maximum.
B. Variation from Level: Do not exceed , 1/4 inch in 20 ft., or 1/2 inch maximum.

C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches or one-fourth of nominal joint width, whichever is less.

D. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than 1/16 inch, except where variation is due to warpage of units within tolerances specified.

3.5 ADJUSTING AND CLEANING

A. Remove and replace stained and otherwise damaged units and units not matching approved Samples. Cast stone may be repaired if methods and results are approved by Architect.

B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.

C. In-Progress Cleaning: Clean cast stone as work progresses.
   1. Remove mortar fins and smears before tooling joints.
   2. Remove excess sealant immediately, including spills, smears, and spatter.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed cast stone as follows:
   1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
   2. Test cleaning methods on sample; leave one sample uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of cast stone.
   3. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
   4. Wet surfaces with water before applying cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
   5. Clean cast stone by methods described in Cast Stone Institute Technical Bulletin #39.
   6. Clean cast stone with proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION

SECTION 05 12 00 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes structural steel and grout.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 PERFORMANCE REQUIREMENTS

A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand loads indicated and comply with other information and restrictions indicated. Select and complete connections using schematic details indicated and AISC 360.
B. Moment Connections: Type FR, fully restrained.
C. Construction: Combined system of moment frame, braced frame, and shear walls.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: Show fabrication of structural-steel components.
   1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
   2. Include embedment drawings.
   3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
   4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
   5. For structural-steel connections indicated to comply with design loads, include structural analysis data.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified fabricator.
B. Welding certificates.
C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
B. Welding Qualifications: Qualify procedures and personnel per AWS D1.1, "Structural Welding Code - Steel."

C. Comply with applicable provisions of the following specifications and documents:
   1. AISC 303.
   2. AISC 360.
   3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
D. Preinstallation Conference: Conduct conference at Project site.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration. Do not store materials on structure to might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
   1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
   2. Clean and relubricate bolts and nuts that become dry or rusty before use.
   3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.8 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with 1 another.
B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

A. W-Shapes: ASTM A 992.
B. Channels, Angles: ASTM A 36.
C. Plate and Bar: ASTM A 36.
D. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
E. Steel Pipe: ASTM A 53, Type E or S, Grade B.
   1. Weight Class: Standard.
   2. Finish: Black.
F. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
B. High-Strength Bolts, Nuts, and Washers: ASTM A 490, Type 1, heavy-hex steel structural bolts or tension-control, bolt-nut-washer assemblies with splined ends; ASTM A 563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers with plain finish.

C. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy-hex head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers. Finish: Plain.
D. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1, Type B.
E. Unheaded Anchor Rods: ASTM F 1554, Grade 36.
   1. Configuration: Straight.
   2. Nuts: ASTM A 563 heavy-hex carbon steel.
   3. Plate Washers: ASTM A 36 carbon steel.
   4. Washers: ASTM F 436, Type 1, hardened carbon steel.
   5. Finish: Plain.
F. Threaded Rods: ASTM A 36.
   1. Nuts: ASTM A 563 heavy-hex carbon steel.
   2. Washers: ASTM F 436, Type 1, hardened carbon steel.
   3. Finish: Plain.

2.3 PRIMER

A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.
B. Galvanizing Repair Paint: ASTM A 780.
C. Exterior Structural Steel:
   1. Surface Preparation: SSPC-SP6 Commercial Blast Cleaning. All surfaces to be clean, dry and free of contaminants.
   2. Exterior Structural Steel Primer: Tnemec Series 90-97 Tneme-Zinc at 2.0 to 3.0 mils.

2.4 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.5 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate per AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
   1. Camber structural-steel members where indicated.
   2. Fabricate beams with rolling camber up.
   3. Identify high-strength structural steel per ASTM A 6 and maintain markings until structural steel has been erected.
   4. Mark and match-mark materials for field assembly.
   5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted per SSPC-SP 2, "Hand Tool Cleaning."
F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors per AWS D1.1 and manufacturer's written instructions.
G. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
    1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not enlarge holes by burning.
    2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
    3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.6 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts per RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified. Joint Type: Snug tightened.
B. Weld Connections: Comply with AWS D1.1 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.7 SHOP PRIMING

A. Shop prime steel surfaces except the following:
    1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
    2. Surfaces to be field welded.
    3. Surfaces to be high-strength bolted with slip-critical connections.
    4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
    5. Galvanized surfaces.
B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces per SSPC-SP 2, "Hand Tool Cleaning."
C. Priming: Immediately after surface preparation, apply primer per manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
D. Painting: Prepare steel and apply a one-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils.

2.8 GALVANIZING

A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel per ASTM A 123. Fill vent and drain holes that will be exposed in the finished Work unless they will function as weep holes, by plugging with zinc solder and filing off smooth.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and per AISC 303 and AISC 360.
B. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
    1. Set plates for structural members on wedges, shims, or setting nuts as required.
    2. Weld plate washers to top of baseplate.
    3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
    4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
    1. Level and plumb individual members of structure.
    2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
E. Splice members only where indicated.
F. Do not use thermal cutting during erection unless approved by Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1.
G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
H. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors per AWS D1.1 and manufacturer's written instructions.

3.4 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts per RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified. Joint Type: Snug tightened.
B. Weld Connections: Comply with AWS D1.1 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
   1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
   2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
   3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
B. Bolted Connections: Bolted connections will be tested and inspected per RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
C. Welded Connections: Field welds will be visually inspected per AWS D1.1. In addition to visual inspection, field welds will be tested and inspected per AWS D1.1 and the following inspection procedures, at testing agency's option:
   1. Liquid Penetrant Inspection: ASTM E 165.
   2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
   3. Ultrasonic Inspection: ASTM E 164.
   4. Radiographic Inspection: ASTM E 94.
D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.
B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION

SECTION 05 21 00 - STEEL JOIST FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. K-series steel joists.
   1. KCS-type K-series steel joists.
   2. Joist accessories.

B. Related Requirements:
   2. Division 01 Specification Sections apply to Work of this Section.
   1. Section 04 20 00 "Unit Masonry" for installing bearing plates in unit masonry.
   2. Section 05 12 00 "Structural Steel Framing" for field-welded shear connectors.
   3. Section 09 91 13 "Exterior Painting."
   4. Section 09 91 23 "Interior Painting."

1.2 DEFINITIONS

B. SJI's "Specifications": Steel Joist Institute's "Standard Specifications, Load Tables and Weight Tables for Steel Joists and Joist Girders."

A. Special Joists: Steel joists or joist girders requiring modification by manufacturer to support nonuniform, unequal, or special loading conditions that invalidate load tables in SJI's "Specifications."

1.3 ACTION SUBMITTALS

C. Product Data: For each type of joist, accessory, and product.

A. Shop Drawings:
   1. Include layout, designation, number, type, location, and spacing of joists.
   1. Include joining and anchorage details; bracing, bridging, and joist accessories; splice and connection locations and details; and attachments to other construction.
   2. Indicate locations and details of bearing plates to be embedded in other construction.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Manufacturer certificates.

C. Comprehensive engineering analysis of special joists signed and sealed by the qualified professional engineer responsible for its preparation.

D. Field quality-control reports.

1.5 QUALITY ASSURANCE

D. Manufacturer Qualifications: A manufacturer certified by SJI to manufacture joists complying with applicable standard specifications and load tables in SJI's "Specifications."
   1. Manufacturer's responsibilities include providing professional engineering services for designing special joists to comply with performance requirements.

A. Welding Qualifications: Qualify field-welding procedures and personnel according to AWS D1.1, "Structural Welding Code - Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

E. Deliver, store, and handle joists as recommended in SJI's "Specifications."
A. Protect joists from corrosion, deformation, and other damage during delivery, storage, and handling.

1.7 SEQUENCING

F. Deliver steel bearing plates to be built into masonry construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

G. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to:
1. Canam Steel Corporation; Canam Group, Inc.
1. CMC Joist & Deck.
2. Gooder-Henrichsen Co.
3. New Millennium Building Systems, LLC.
4. Structures of U.S.A., Inc.
5. Valley Joist.
6. Vulcraft; Nucor Vulcraft Group.

2.2 PERFORMANCE REQUIREMENTS

H. Structural Performance: Provide special joists and connections capable of withstanding design loads indicated.
1. Use ASD; data are given at service-load level.
1. Design special joists to withstand design loads with live-load deflections no greater than vertical deflection of 1/240 of the span for roof joists.

2.3 K-SERIES STEEL JOISTS

I. Manufacture steel joists of type indicated according to "Standard Specification for Open Web Steel Joists, K-Series" in SJI's "Specifications," with steel-angle top- and bottom-chord members, underslung ends, and parallel top chord.
1. Joist Type: K- and KCS-type K-series steel joists.
A. Provide holes in chord members for connecting and securing other construction to joists.
B. Top-Chord Extensions: Extend top chords of joists with SJI's Type S top-chord extensions where indicated, complying with SJI's "Specifications."
C. Extended Ends: Extend bearing ends of joists with SJI's Type R extended ends where indicated, complying with SJI's "Specifications."
D. Do not camber joists.
E. Camber joists according to SJI's "Specifications."
F. Equip bearing ends of joists with manufacturer's standard beveled ends or sloped shoes if joist slope exceeds 1/4-inch per 12 inches.

2.4 PRIMERS

J. Primer: SSPC-Paint 15, or manufacturer's standard shop primer complying with performance requirements in SSPC-Paint 15.

2.5 JOIST ACCESSORIES

K. Bridging: Provide bridging anchors and number of rows of horizontal or diagonal bridging of material, size, and type required by SJI's "Specifications" for type of joist, chord size, spacing, and span. Furnish additional erection bridging if required for stability.
A. Bridging: Schematically indicated. Detail and fabricate according to SJI's "Specifications." Furnish additional erection bridging if required for stability.
B. Bridging: Fabricate as indicated and according to SJI's "Specifications." Furnish additional erection bridging if required for stability.
C. Fabricate steel bearing plates from ASTM A 36 steel with integral anchorages of sizes and thicknesses indicated. Shop prime paint.
D. Steel bearing plates with integral anchorages are specified in Section 05 50 00 "Metal Fabrications."
E. Furnish ceiling extensions, either extended bottom-chord elements or a separate extension unit of enough strength to support ceiling construction. Extend ends to within 1/2-inch of finished wall surface unless otherwise indicated. Finish: Plain, uncoated.
F. Furnish miscellaneous accessories including splice plates and bolts required by joist manufacturer to complete joist assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

L. Examine supporting substrates, embedded bearing plates, and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
A. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

M. Do not install joists until supporting construction is in place and secured.
A. Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Specifications," joist manufacturer's written instructions, and requirements in this Section.
    1. Before installation, splice joists delivered to Project site in more than one piece.
    1. Space, adjust, and align joists accurately in location before permanently fastening.
    2. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
    3. Delay rigidly connecting bottom-chord extensions to columns or supports until dead loads are applied.
B. Field weld joists to supporting steel bearing plates and framework. Coordinate welding sequence and procedure with placement of joists. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
C. Bolt joists to supporting steel framework using carbon-steel bolts.

D. Bolt joists to supporting steel framework using high-strength structural bolts. Comply with RCSC's "Specification for Structural Joints Using ASTM A 325 or ASTM A 490 Bolts" for high-strength structural bolt installation and tightening requirements.
E. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.

3.3 FIELD QUALITY CONTROL

N. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
A. Visually inspect field welds according to AWS D1.1.
1. In addition to visual inspection, test field welds according to AWS D1.1 and the following procedures, at testing agency's option:
a. Liquid Penetrant Inspection: ASTM E 165.
a. Magnetic Particle Inspection: ASTM E 709.
b. Ultrasonic Testing: ASTM E 164.
c. Radiographic Testing: ASTM E 94.
B. Visually inspect bolted connections.
C. Prepare test and inspection reports.

3.4 PROTECTION

O. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
A. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists, bearing plates, abutting structural steel, and accessories.
1. Clean and prepare surfaces by hand-tool cleaning according to SSPC-SP 2 or power-tool cleaning according to SSPC-SP 3.
1. Apply a compatible primer of same type as primer used on adjacent surfaces.
B. Touchup Painting: Cleaning and touchup painting are specified in Sections 09 91 13 "Exterior Painting" and 09 91 23 "Interior Painting."

END OF SECTION

SECTION 05 31 00 - STEEL DECKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes roof, composite floor, and acoustical roof decks.
B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.
B. Shop Drawings: Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.
B. Product Certificates: For each type of steel deck.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel per AWS D1.3, "Structural Welding Code - Sheet Steel."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. AISI Specifications: Comply with calculated structural characteristics of steel deck per AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

2.2 ROOF DECK

A. Manufacturers - subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to:
1. ASC Profiles, Inc.; a Blue Scope Steel company.
2. Canam United States; Canam Group Inc.
3. CMC Joist & Deck.
4. Consolidated Systems, Inc.; Metal Dek Group.
5. Cordeck.

6. DACS, Inc.
7. Epic Metals Corporation.
8. Marlyn Steel Decks, Inc.
9. New Millennium Building Systems, LLC.
10. Nucor Corp.; Vulcraft Group.
11. Roof Deck, Inc.
12. Valley Joist; Subsidiary of EBSCO Industries, Inc.
13. Verco Manufacturing Co.
14. Wheeling Corrugating Company; Div. of Wheeling-Pittsburgh Steel Corporation.

B. Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and:
1. Galvanized-Steel Sheet: ASTM A 653, Structural Steel (SS), Grade 33 G60 zinc coating.
2. Deck Profile: As indicated.
3. Profile Depth: As indicated.
4. Design Uncoated-Steel Thickness: As indicated.
5. Span Condition: Triple span or more.
6. Side Laps: Overlapped.

2.3 ACCESSORIES

A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
F. Pour Stops and Girder Fillers: Steel sheet, minimum yield strength of 33,000 psi, of same material and finish as deck, and of thickness and profile recommended by SDI Publication No. 31 for overhang and slab depth.
G. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck unless otherwise indicated.
H. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, 0.0598 inch thick, with factory-punched hole of 3/8-inch minimum diameter.
I. Flat Sump Plates: Single-piece steel sheet, 0.0747-inch thick, of same material and finish as deck. For drains, cut holes in the field.
J. Galvanizing Repair Paint: ASTM A 780.
K. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install deck panels and accessories per applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
C. Locate deck bundles to prevent overloading of supporting members.
D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install per deck manufacturer's written instructions.

3.3 ROOF-DECK INSTALLATION

A. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter that is not less than 1-1/2 inches long, and as follows:
   1. Weld Diameter: 5/8-inch, nominal.
   2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum two welds per deck unit at each support. Space welds as indicated.
   3. Weld Washers: Install weld washers at each weld location.
B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches, and mechanically fasten with self-drilling, No. 10 diameter or larger, carbon-steel screws.
C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints lapped 2 inches minimum.
D. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and mechanically fasten flanges to top of deck. Space mechanical fasteners not more than 12 inches apart with at least one fastener at each corner. Install reinforcing channels or zees in ribs to span between supports and weld or mechanically fasten.
E. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels per deck manufacturer's written instructions. Weld or mechanically fasten to substrate to provide a complete deck installation. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.
F. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive per manufacturer's written instructions to ensure complete closure.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
B. Field welds will be subject to inspection.
C. Testing agency will report inspection results promptly and in writing to Contractor and Architect.
D. Remove and replace work that does not comply with specified requirements.
E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint per ASTM A 780 and manufacturer's written instructions.
B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Roof curbs and perimeter nailers.
   2. Blocking in wall and roof openings.
   3. Wood furring and grounds.
   4. Concealed wood blocking for support of toilet and bath accessories and wall cabinets.

1.2 REFERENCE STANDARDS

A. American National Standards Institute:
   1. ANSI A208.1 - Mat-Formed Wood Particleboard.
B. American Wood Protection Association:
   1. AWPA M4 - Standard for the Care of Preservative-Treated Wood Products.
   2. AWPA U1 - Use Category System: User Specification for Treated Wood.
C. ASTM International:
   1. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
   2. ASTM A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
   3. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
   4. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   5. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
D. Forest Stewardship Council:
   1. FSC Guidelines - Forest Stewardship Council Guidelines.
E. The Redwood Inspection Service:
   1. RIS - Standard Specifications for Grades of California Redwood Lumber.
F. Southern Pine Inspection Bureau:
   1. SPIB - Standard Grading Rules for Southern Pine Lumber.
G. U.S. Department of Commerce National Institute of Standards and Technology:
   1. DOC PS 1 - Construction and Industrial Plywood.
   2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
   3. DOC PS 20 - American Softwood Lumber Standard.
H. West Coast Lumber Inspection Bureau:
   1. WCLIB - Standard Grading Rules for West Coast Lumber.
I. Western Wood Products Association:
   1. WWPA 2011 Western Lumber Grade Rules, including supplements.

1.3 QUALITY ASSURANCE

A. Perform Work according to following:
   1. Lumber Grading Agency: Certified by DOC PS 20.

2. Wood Structural Panel Grading Agency: Certified by APA - The Engineered Wood Association.
3. Lumber: DOC PS 20.
4. Wood Structural Panels: DOC PS 1 or DOC PS 2.

B. Surface-Burning Characteristics:
1. Fire-Retardant-Treated Materials: Maximum 25/450 flame-spread/smoke-developed index when tested according to ASTM E84.

C. Apply label from agency approved by authority having jurisdiction to identify each preservative-treated and fire-retardant-treated material.

PART 2 - PRODUCTS

2.1 ACCESSORIES

A. Fasteners and Anchors:
1. Fasteners: ASTM A153, hot-dip galvanized steel for high-humidity and treated wood locations, unfinished steel elsewhere.
2. Nails and Staples: ASTM F1667.
3. Anchors: Toggle bolt type for anchorage to hollow masonry, or Expansion shield and lag bolt type for anchorage to solid masonry or concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
B. Verify that substrate conditions are ready to receive blocking, curbing, and framing.

3.2 PREPARATION

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
B. Coordinate placement of blocking, curbing, and framing items.

3.3 INSTALLATION

A. Set members level and plumb, in correct position.
B. Place horizontal members, crown side up.
C. Construct curb members of solid wood sections.
D. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
E. Coordinate curb installation with installation of decking and support of deck openings.
F. Space framing and furring 16 inches o.c.
G. Secure sheathing to framing members with ends over firm bearing and staggered.

3.4 SITE-APPLIED WOOD TREATMENT

A. Brush-apply two coats of preservative treatment on wood in contact with cementitious materials or roofing and related metal flashings.

B. Treat Site-sawn cuts. Apply preservative to Site-sawn cuts according to AWPA M4.
C. Allow preservative to dry prior to erecting members.

3.5 ATTACHMENTS

A. Roof Blocking: Spruce, pine, or fir species; 19 percent maximum moisture content; pressure-preservative treatment.
B. Telephone and Electrical Panel Boards: 3/4 inch thick, square edges, site-brush-applied preservative treated.

END OF SECTION

SECTION 06 41 16 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plastic-laminate-clad architectural cabinets.
   2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.

1.2 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

B. Hardware Coordination: Distribute copies of approved hardware schedule specified in Section 08 71 00 "Door Hardware" to manufacturer of architectural cabinets; coordinate Shop Drawings and fabrication with hardware requirements.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:
   1. Include plans, elevations, sections, and attachment details.
   2. Show large-scale details.
   3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
   4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

C. Samples: For each exposed product and for each color and texture specified, in manufacturer's or manufacturer's standard size.

D. Samples for Verification: For the following:
   1. Plastic Laminates: 8 by 10 inches, for each type, color, pattern, and surface finish required.
   2. Thermoset Decorative Panels: 8 by 10 inches, for each color, pattern, and surface finish.
   3. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.

1.4 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
B. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 25 and 55 percent during the remainder of the construction period.
C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
    1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
B. Architectural Woodwork Standards Grade: Custom.
C. Type of Construction: Frameless.
D. Door and Drawer-Front Style: Flush overlay.
    1. Reveal Dimension: 1/4 inch.
E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
    1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
        a. Formica Corporation.

b. Pionite; a Panolam Industries International, Inc. brand.
c. Wilsonart LLC.

F. Laminate Cladding for Exposed Surfaces:
1. Horizontal Surfaces: Grade HGS.
2. Vertical Surfaces: Grade VGS.
3. Edges: PVC edge banding, 3.0 mm thick, matching laminate in color, pattern, and finish.

G. Materials for Semiexposed Surfaces:
1. Surfaces Other Than Drawer Bodies: Thermoset decorative panels.
2. Edges of Plastic-Laminate Shelves: PVC edge banding, **3.0 mm th**ick, matching laminate in color, pattern, and finish.
a. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.
b. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.
3. Drawer Sides and Backs: Thermoset decorative panels with PVC or polyester edge banding.
4. Drawer Bottoms: Hardwood plywood.

H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued dovetail joints.

I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
1. As indicated by laminate manufacturer's designations, see I-001.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
1. Wood Moisture Content: 5 to 10 percent.

2.3 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 08 71 00 "Door Hardware."
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Accuride International.
b. Blum, Julius & Co., Inc.
c. CompX International, Inc.
d. Grass America Inc.
e. Hettich America L.P.
f. Knape & Vogt Manufacturing Company.

B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 135 degrees of opening, self-closing.

C. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.

D. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.

E. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.

F. Drawer Slides: ANSI/BHMA A156.9.
   1. Grade 1 and Grade 2: Side mounted[and extending under bottom edge of drawer].
      a. Type: Full extension.
      b. Material: Zinc-plated steel with polymer rollers.
   2. For drawers not more than 3 inches high and not more than 24 inches wide, provide 75 pound load capacity.
   3. For drawers more than 3 inches high, but not more than 6 inches high and not more than 24 inches wide, provide 100 pound load capacity.

G. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.

H. Grommets for Cable Passage: 2-inch OD, molded-plastic grommets and matching plastic caps with slot for wire passage.
   1. Color: Black.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
   1. Satin Chromium Plated: ANSI/BHMA 626 for brass or bronze base; ANSI/BHMA 652 for steel base.

J. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

2.5 FABRICATION

A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.

B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
   1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
   2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

D. Install glass to comply with applicable requirements in Section 08 80 00 "Glazing" and in GANA's "Glazing Manual."
   1. For glass in frames, secure glass with removable stops.
   2. For exposed glass edges, polish and grind smooth.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
    1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
    2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
    3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish or toggle bolts through metal backing or metal framing behind wall finish.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
B. Clean, lubricate, and adjust hardware.
C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION

SECTION 06 61 00 – SOLID SURFACE WALL PANELS AND SHOWER RECEPTORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Shower Receptors and Shower Systems from Manufacturer's Standard Sizes.
      a. BioPrism® Solid Surface Shower receptors.
      b. BioPrism® Solid Surface Wall Panels.
      c. BioPrism® Solid Surface Accessories.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American National Standards Institute (ANSI).

1.3 SYSTEM DESCRIPTION

A. Performance Requirements: Provide shower receptors and shower systems that conform to the following requirements of regulatory agencies and the quality control of Inpro® Corporation.
   1. Provide shower receptors and shower systems that conform to ANSI Z124.1.2-2005 when tested for workmanship and finish, structural integrity and material characteristics.

1.4 SUBMITTALS

A. Product Data: Manufacturer's printed product data for each type of shower receptors and shower system specified.

B. Samples: Verification samples minimum of 3-inch x 3-inch samples indicating color and pattern.

C. Manufacturer's Installation Instruction: Printed installation instructions for shower receptors and shower systems.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in unopened factory packaging to the jobsite

B. Inspect materials at delivery to assure that specified products have been received.

C. Store in original packaging in an interior climate controlled location away from direct sunlight.

1.6 PROJECT CONDITIONS

A. Environmental Requirements: Products must be installed in an interior climate controlled environment.

1.7 WARRANTY

A. Standard BioPrism® Solid Surface Limited 10 Year Warranty against material and manufacturing defects.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Acceptable Manufacturer:
Inpro® Corporation,
PO Box 406 Muskego, WI 53150 USA;
Telephone: 800.222.5556, Fax: 888.715.8407, inprocorp.com.
B. Substitutions: Not permitted.
C. Provide all shower receptors and shower systems from a single source.

2.2 MANUFACTURED UNITS

A. Shower receptors and shower systems:
1. Receptor Size: 36 inches square with full height solid surface walls.
a. 36 inches clear to meet TAS requirements.
b. Threshold: ADA threshold.
2. Shower Drain:
a. Shower drain assembly shall be Oatey number 42150, Brass, No-caulk, Drain w/Stainless Steel (standard) or Brass Strainer. Drain body is sealed to shower base with a fiber and rubber washer. Drain is secured to 2-inch, 40 DMV pipe with a mechanically compressed gasket that does not require caulking. Drain top to accommodate 4-1/4-inch Universal Snap-Tite Strainer.
b. Wall Panels:
1) Specify size; custom made to order.
(a) Edge Options: Eased.
2) Panel Options: Provide BioPrism® Solid Surface Panels with the following decorative options.
(a) Pattern: 8-inch square.
(b) Groove width, groove style, cutting depth.
(c) 1/8-inch, V-groove, .060 inches deep.

2.3 ACCESSORIES

A. Trim:
1. Inside Corner Molding - L-Shaped: 1-inch x 1-inch.
2. Batten Strip: 2-1/2 inches.
3. Outside Corner Molding - L-Shaped: 1-inch x 1-inch.
4. Perimeter Trim: 2-1/2-inch x 1/2-inch.
5. Outside Corner Perimeter Trim: 2-1/2-inch x 1-inch.
6. Panel Molding: 2-1/4-inch x 13/16-inch
7. Wall Base: 5-inch x 1/2-inch.
8. Beveled Edge Trim: 1-3/16-inch x 1/2-inch.
B. Solid surface bonding adhesive.
C. Adhesive cartridge dispenser.
D. Adhesive mixing tips.
E. Silicone adhesive/sealant.
F. Pick resistant color coordinated caulk (sealant).

2.4 MATERIALS

A. BioPrism® Solid Surface: Shower wall panels shall be manufactured from polyester/acrylic blended resins with natural filler material.

2.5 FINISHES

A. Color per Interior Material Legend on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions in which shower receptors and shower systems will be installed.

3.2 PREPARATION

A. General: Prior to installation, clean area to remove dust, debris and loose particles.

3.3 INSTALLATION

A. General: Install components plumb and level, scribe adjacent finishes, in accordance with approved Shop Drawings and recommended installation instructions.

3.4 CLEANING

A. At completion of the installation, clean surfaces in accordance with the Inpro® Decorative Surfaces clean-up and maintenance instructions.

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Extruded polystyrene foam-plastic board insulation.
2. Glass-fiber blanket insulation.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 04 20 00 "Unit Masonry" for insulation installed in masonry cells.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:
1. Glass-fiber blanket insulation.

1.3 INFORMATIONAL SUBMITTALS

A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD INSULATION

A. Extruded Polystyrene Board Insulation, Type IV : ASTM C578, Type IV, 25-psi minimum compressive strength; unfaced.
1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
a. Dow Chemical Company (The).
b. Owens Corning.
2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
3. Smoke-Developed Index: Not more than 450 when tested in accordance with ASTM E84.
4. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

2.2 GLASS-FIBER BLANKET INSULATION

A. Glass-Fiber Blanket Insulation, Unfaced : ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. CertainTeed Corporation.
      b. Johns Manville; a Berkshire Hathaway company.
      c. Knauf Insulation.
      d. Owens Corning.
   2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
   3. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.
B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF CAVITY-WALL INSULATION

A. Foam-Plastic Board Insulation: Install pads of adhesive spaced approximately 24 inches o.c. both ways on inside face and as recommended by manufacturer.
   1. Fit courses of insulation between wall ties and other obstructions, with edges butted tightly in both directions, and with faces flush.
   2. Press units firmly against inside substrates.
   3. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Section 04 20 00 "Unit Masonry."

3.4 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
   1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
   2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
   3. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.

3.5 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07 22 16
ROOF BOARD INSULATION

PART 1 – GENERAL

1.1 SUMMARY

A. Sections includes:
1. Rigid insulation for roofing application.

1.2 REFERENCES (INCLUDING LATEST REVISIONS)

B. Comply with governing local, state, and federal regulations, safety standards, and codes.

C. Testing Laboratory Services: Test results shall meet or exceed established standards.

D. Underwriters Laboratories, Inc. (Roofing Covering): Class A fire hazard classification.

E. American Society of Testing Materials (ASTM)
1. C 177 Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus
2. C 209 Methods of Testing Insulating Board (Cellulosic Fiber), Structural and Decorative
3. C 728 Perlite Thermal Insulation Board
4. C 1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
5. D 41 Asphalt Primer Used in Roofing and Waterproofing
6. D 312 Asphalt Used in Roofing
7. D 1621 Test Method for Compressive Properties of Rigid Cellular Plastics
8. D 4601 Asphalt Coated Glass Fiber Base Sheet Used in Roofing

F. The National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual

G. American National Standards Institute/Single Ply Roofing Industry (ANSI/SPRI)

H. American Society of Civil Engineers - ASCE 7 Minimum Design Loads for Buildings and Other Structures (for wind uplift criteria)

1.3 QUALITY ASSURANCE

A. Regulatory Requirements
1. Classified by Underwriter's Laboratories (UL) as Class A roof covering.
2. Follow local, state, and federal regulations, safety standards, and codes.

B. Installation
1. Installation shall be in accordance with manufacturer's current published application procedures, NRCA general recommendations, and ASCE 7 wind uplift criteria.
2. Roof system manufacturer's technical specifications shall be considered part of this specification and shall be used as reference for specific application procedures.

1.4 SUBMITTALS

A. Product Data: Submit Manufacturer's product data sheets for each product.

B. Shop Drawings: Layout of roof plan showing, direction of slope, amount of slope, spot elevations indicating thicknesses at high and low points.

C. Certification: Submit roof manufacturer's certification in writing that insulation is acceptable as substrate for application of specified roof system.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials in accordance with manufacturer's recommendations.

B. When stored outdoors:
1. Tarp and shield insulation from moisture and ultraviolet rays.
2. Elevate insulation above substrate four inches minimum.
3. Secure insulation to resist high winds.
4. Distribute insulation stored on roof deck to prevent concentrated loads that would impose excessive stress or stain on deck or structural members. Verify that structure can accommodate additional loading.
5. Wet insulation, or insulation that has been wet but which has dried, may not be used and shall be removed completely and immediately from the job site.
6. Do not double stack bundles of insulation on the roof top.

1.6 SEQUENCING AND SCHEDULING

A. Substrate Acceptance: Roof system manufacturer's representative shall inspect roof deck and associated substrates and provide written acceptance of conditions.

B. Manufacturer's approved roofing contractor shall inspect and approve deck and substrates.

C. Plan roof layout with respect to roof deck slope to prevent rainwater drainage into completed roofing.

D. Do not install more insulation than can be covered with complete roof system in same day.

1.7 PRODUCT CONDITIONS

A. Environmental Requirements:
1. Apply roofing and insulation in dry weather.
2. Do not proceed with roof construction during inclement weather or when precipitation is predicted 40% or more possibility.
3. Do not apply insulation over wet or moist deck or in foggy conditions.
4. Days with wind speeds of 30 mph or greater shall be considered "Bad Weather" days.

B. Emergency Equipment: Maintain on-site equipment and material necessary to apply emergency temporary seals in the event of sudden storms or inclement weather.

C. Costs for emergency roofing shall be borne by Contractor.

PART 2 – PRODUCTS

2.1 INSULATION – FLAT STOCK

A. All insulation shall be approved in writing by the membrane manufacturer as to thickness, type, and manufacturer. All insulation must be approved for the specific application, Underwriters Laboratory approved, and be listed in the FM Global Approval Guide.

B. Polyisocyanurate Roof Insulation: Insulation shall be two layers of rigid polyisocyanurate foam board; meeting Federal Specification No. HH-I-1972/1 or 2 with 20 psi minimum compressive strength and 2.0 pcf minimum density. First layer shall be a minimum thickness of one and one-half inch (1-1/2"). R-value over each roof area shall meet or exceed R-25. Board shall be surfaced on two (2) sides with non-asphaltic facer material.

2.2 INSULATION – TAPERED

A. Factory Tapered Polyisocyanurate Crickets: Factory cut twenty-four inch by forty-eight inch (24" x 48") polyisocyanurate board cut to one-half inch (1/2") per foot slope used in conjunction with standard thickness of polyisocyanurate board to provide positive slope.

2.3 COVER BOARD

A. Shall be non-structural glass mat faced, non-combustible, moisture resistant, silicone treated gypsum core panel, manufactured to conform to ASTM C1177. Thickness shall be 1/2" with a nominal board size of 4' x 4' or 4' x 8', DensDeck Prime® as manufactured by Georgia Pacific, or approved equal.

2.4 ASPHALT ROOF PRIMER

A. Quick-dry asphalt-based primer for priming of asphalt roof surfaces, as manufactured by GAF, or approved equal.

Applicable Federal Specification	SS-A-701B
ASTM	D 41
Flash Point	105° F
Viscosity at 80° F (ASTM D 217)	50-60 K.U.
Weight per gallon	7.4 pounds
Drying time (to touch)	Min. 4 hours

2.5 BITUMEN

A. Shall be ASTM D 312 Type IV extra steep asphalt.

2.6 FASTENERS

A. Fasteners and fastening plates and/or termination bars shall be FM Approved and shall be listed in the FM Global Approval Guide, and as recommended by the insulation/fastener manufacturer for the specific application to meet the minimal requirements for wind uplift as required by the local jurisdiction and/or FM Global.

B. Heavy Duty Fastener for Steel Applications for 18-22 gauge Steel and Wood Substrates: Shall be a #14 fastener with a minimum .190 diameter shank and a thread diameter of .245 with ten (10) threads per inch and a 30 degree spade point. Fasteners shall be fluorocarbon coated with CR-10 corrosion resistant coating when subjected to 30 Kesternich cycles (DIN 50018) shows less than 15% red rust which surpasses FM Global Approval Standard 4470, as manufactured by OMG Roofing Products, or approved equal. All fasteners shall be used in conjunction with the manufacturers approved round pressure plate. Fasteners, plates, and/or bars shall be FM approved and listed in the FM Global Approval Guide.

2.7 COLD INSULATION ADHESIVE

A. Shall be a dual component, reaction cure polyurethane adhesive, meeting the following physical properties as supplied by the roof system manufacturer.

PART 3 – EXECUTION

3.1 PROTECTION OF ROOFING

A. Provide special protection from traffic on yet to be removed roofing.

B. Provide special protection from traffic on completed work.

3.2 EXAMINATION AND PREPARATION

A. Do not install until defects are corrected and deck substrate meets roof system manufacturer's requirements.

B. Do not apply insulation unless asphalt application temperature, EVT of approximately 375° F to 425° F, can be maintained or when water or moisture is present on substrate. Do not heat asphalt above flashing point, or 525° F.

C. Examine substrate and related surfaces, and verify that there are no conditions such as inadequate anchorage, foreign materials, moisture, ridges, depressions, or other conditions which would prevent satisfactory installation of roof system.

D. Start of work constitutes acceptance of deck substrate and site conditions.

E. Sweep deck substrate clean of dust and debris immediately prior to installation of tapered insulation.

3.3 APPLICATION OF INSULATION – GENERAL INSTRUCTIONS

A. Manufacturer's Instructions: In regard to attachment, the manufacturer's instructions or specifications shall determine the suitability for an application. Installation must meet ASCE 7 criteria and meet local governing building codes.

B. Precautions: The surface of the insulation must not be ruptured due to overdriving of fasteners.

C. Thermal insulation boards shall be laid on the substrate in parallel rows with end joints staggered and butted as close as possible. All joints shall be tight and at the roof perimeter and roof penetrations, insulation shall be cut neatly and fitted to reduce openings to a minimum. All openings one-fourth inch (1/4") or larger shall be filled with insulation.

D. Insulation shall be tapered or feathered at drains and scuppers to provide proper drainage (if applicable).

E. No more insulation shall be installed than can be covered by the completed roof system by the end of the day or the onset of inclement weather.

F. Tapered insulation and crickets, when specified, shall be placed in accordance with the drawings and/or as required to minimum of NRCA standards.

G. The top surface of preceding insulation shall be coated with hot asphalt using twenty-five pounds (25#) ±20%, per one hundred (100) square feet of surface, and specified tapered insulation shall be applied using offset joints, so that each layer breaks joints to a minimum of six inches (6") both ways with the preceding layer, and immediately walked in place.

3.4 APPLICATION OF INSULATION – LOOSE LAID and MECHANICALLY FASTENED

A. Flat stock insulation shall be laid with edges parallel to flutes and bearing on deck surface/flats. The long dimension of first layer of insulation must be fully supported by the top flange of the metal deck. The edges of insulation boards must not cantilever over the flutes of the metal deck.

B. First layer of specified flat stock insulation shall be loose laid over the deck. Boards shall be staggered and butted as close as possible with voids over one-fourth inch (1/4") to be filled.

C. The second layer of specified flat stock insulation shall be applied over the first layer using offset joints, so that each layer breaks joints to a minimum of six inches (6") both ways with the preceding layer. Second layer of insulation shall be mechanically fastened through the first layer into the deck to conform to the ASCE 7 criteria for wind uplift as dictated by wind zone applicable to location of project.
   1. Fasteners and fastening patterns shall be determined by building height, location and geographical area of the United States. It is the contractor's responsibility to consult current publications, literature, and bulletins of IBC and the manufacturer that are in effect at the time of this project. Boards shall be staggered and butted as close as possible with voids over one-fourth inch (1/4") to be filled.

D. The top surface of the preceding layer of insulation shall be coated **with hot asphalt** using twenty-five pounds (25#) ±20%, per one hundred (100) square feet of surface, and specified tapered insulation shall be applied using offset joints, so that each layer breaks joints to a minimum of six inches (6") both ways with the preceding layer, and immediately walked in place.

E. The top surface of the preceding layer of insulation shall be coated **with hot asphalt** using twenty-five pounds (25#) ±20%, per one hundred (100) square feet of surface, and specified cover board shall be applied using offset joints, so that each layer breaks joints to a minimum of six inches (6") both ways with the preceding layer, and immediately walked in place.

F. Specified tapered insulation shall be bonded to the top surface of the previous layer of insulation with cold insulation adhesive, per manufacturer's applications rates and guidelines, and applied using offset joints, so that each layer breaks joints to a minimum of six inches (6") both ways with the preceding layer, and immediately walked in place and weighted sufficiently to allow hot asphalt impregnation to the board

G. Specified cover board shall be bonded to the top surface of the preceding layer of insulation and applied using offset joints, so that each layer breaks joints to a minimum of six inches (6") both ways with the preceding layer, and immediately walked in place and weighted sufficiently to allow hot asphalt impregnation to the board

H. Remove insulation which has been damaged (broken, cracked, punctured, wet, etc.) and install acceptable new units before installation of roof system.

3.5 CLEANING

A. Remove debris and material wrappers from jobsite. Leave insulation clean and dry, ready to receive roofing membrane.

END OF SECTION

SECTION 07 52 16
MODIFIED ASPHALT BITUMINOUS ROOFING (COLD APPLIED)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
1. Roofing membrane and related products.

1.2 DEFINITIONS

ACM	Asbestos Containing Materials
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
EPDM	Ethylene Propylene Diene Monomer
EPS	Expanded Polystyrene
EVT	Equiviscous Temperatures
FM	Factory Mutual
IBC	International Building Code
KEE	Ketone Ethylene Ester
NDL	No Dollar Limit
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration
SBS	Styrene-Butadiene-Styrene
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPRI	Single Ply Roofing Industry
UL	Underwriters Laboratories, Inc.

1.3 REFERENCES (INCLUDING LATEST REVISIONS)

A. Comply with governing local, state, and federal regulations, safety standards, and codes.

B. Testing Laboratory Services: Test results shall meet or exceed established standards.

C. Underwriters Laboratories, Inc. (Roofing Covering): Class A fire hazard classification.

D. American Society for Testing and Materials (ASTM)

E. The National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) - Architectural Sheet Metal Manual

G. American Society of Civil Engineers – ASCE 7

1.4 INSTALLER QUALIFICATIONS

A. Roofing installer must be:
1. Currently prequalified with the Owner in accordance with Owner's prequalification requirements.
2. Currently in good standing with the manufacturer.
3. Installer must be an experienced single firm specializing in the type of roofing repair and/or removal and replacement work required, employing only experienced workers for the class of work in which they are employed, having at least five (5) years successful experience on projects similar in size and scope and acceptable as applicators by the Project Manager.
4. Contractor must have successfully completed previous projects warranted by the manufacturer.

B. It shall remain each Bidder's responsibility to determine his current status with the manufacturer's certification plan.

1.5 MANUFACTURER QUALIFICATIONS

A. A qualified manufacturer is one that is UL listed and has FM approvals for a membrane roofing system similar to that used for this project for a minimum of fifteen (15) years.

1.6 SUBMITTALS

A. Refer to Specification Section 01 33 00 for Submittal requirements

B. Shop Drawings: Provide manufacturer's approved details of all perimeter conditions, projection conditions, and any additional special job conditions which require details other than indicated in the drawings.

1.7 SYSTEM DESCRIPTION –

A. Typical: Two-ply, Modified Bitumen Roofing System with factory applied cool roof coating; reinforced modified bitumen cap sheet applied in cold adhesive over modified bitumen base ply adhered with cold adhesive to cover board over rigid insulation; with top surface coated with Energy Star compliant factory applied reflective coating. All laps and seams to be hot air welded.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers and rolls with all labels intact and legible including labels indicating appropriate warnings, storage conditions, lot numbers, and usage instructions. Materials damaged in shipping or storage shall not be used.

B. Manufacturer's packaging and/or roll plastic is not acceptable for exterior storage. Tarpaulin with grommets shall be minimum acceptable for exterior coverings. All materials stored as above shall be a minimum of four inches (4") off the substrate, and the tarpaulin tied off with rope.

C. Deliver materials requiring fire resistance classification to the job with labels attached and packaged as required by labeling service.

D. Deliver materials in sufficient quantity to allow continuity of work.

E. Handle and store material and equipment in such a manner as to avoid damage. Liquid products shall be delivered sealed, in original containers.

F. Handle rolled goods so as to prevent damage to edge or ends.

G. Select and operate material handling equipment so as not to damage existing construction or applied roofing.

H. Moisture-sensitive products shall be maintained in dry storage areas and properly covered. Provide continuous protection of materials against wetting and moisture absorption. Store roofing and flashing materials on clean raised platforms with weather protective covering when stored outdoors.

I. Store rolled goods on end.

J. Protect materials against damage by construction traffic.

K. The proper storage of materials is the sole responsibility of the contractor and any wet or damaged roofing materials shall be discarded, removed from the project site, and replaced prior to application.

L. Comply with fire and safety regulations, especially with materials which are extremely flammable and/or toxic. Use safety precautions indicated on labels.

M. Products liable, such as emulsions, to degrade as a result of being frozen shall be maintained above 40° F in heated storage.

N. No storage of materials shall be permitted on roof areas other than those materials that are to be installed the same day. Any exception must be in written form.

O. The contractor is to erect a temporary chain link fence, minimum six feet (6') in height, around work area stage and kettles. Fence is to be secured on a daily basis.

1.9 SITE CONDITIONS

A. Job Condition Requirements:
   1. Coordinate the work of the contractor with the work to be performed by other trades, to ensure proper sequencing of the entire work. The contractor is to schedule his work so that adequate time is allowed for other trades to perform their work.
   2. Apply roofing in dry weather.
   3. Do not apply roofing when ambient temperature is below 45° F.
   4. Proceed with roofing work only when weather conditions are in compliance with manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with specifications.
   5. Schedule the work so the building will be left watertight at the end of each day. Do not remove more roofing materials than can be reinstalled in any working day.
   6. Load placed on the roof at any point shall not exceed the safe load for which the roof is designed.

7. All surfaces to receive new roofing shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Project Manager.
8. The contractor is to be aware of the potential for roof leaks on the existing roof as a result of ruptured blisters and/or roof mat damage caused by the vacuum process, foot traffic, or material and equipment storage. The contractor is to take all necessary precautions to prevent damage to the existing roof. All damage to the existing roof that could result in roof leaks is to be repaired on a daily basis by the roofing contractor.
9. The contractor shall follow local, state, and federal regulations, safety standards, and codes for the removal, handling, and disposal of asbestos containing materials, if present. When a conflict exists, follow the stricter document.
10. Due caution should be exercised so as not to alter the structural integrity of the deck. When cutting through any deck, care should be taken so as not to damage the deck or any part of the deck, such as post tension cables, etc.
11. All kettles shall have a fume recovery system, automatic thermostat control, and visible temperature gauge all in working order.
12. The contractor is to verify the location of all interior ducts, electrical lines, piping, conduit, and/or similar obstructions. The contractor is to perform all work in such a manner as to avoid contact with the above mentioned items.
13. Surface and air temperatures should be a minimum 40° F during applications of cleaner and waterproof coating and remain above 40° F for a minimum of four (4) hours following applications. Verify compatibility of cleaner with coatings, paints, primers and joint sealers specified. Advise Project Manager/Architect of any problems in this regard prior to commencing cleaning operations.

B. Protection of Work and Property:
1. Work: The contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. Contractor shall provide and maintain at all times any OSHA required danger signs, guards, and/or obstructions necessary to protect the public and his workmen from any dangers inherent with or created by the work in progress. All federal, state, and city rules and requirements pertaining to safety and all EPA standards, OSHA standards, NESHAP regulations pertaining to asbestos as required shall be fulfilled by the contractor as part of his proposal.
2. Property: Protect existing planting and landscaping as necessary or required to provide and maintain clearance and access to the work of this contract. Examples of two categories or degrees of protection are generally as follows: a) removal, protection, preservation, or replacement and replanting of plant materials; b) protection of plant materials in place, and replacement of any damage resulting from the contractor's operations.
3. Finished roof areas shall be protected from damage by the contractor during construction.
4. Twenty-four Hour Call: The contractor shall have personnel on call 24 hours per day, seven (7) days per week for emergencies during the course of a job. The Owner/Project Manager is to have the 24 hour numbers for the contact. Contractor must be able to respond to any emergency call and have personnel on-site within two (2) hours after contact. Numbers available to the Owner/Project Manager are to be mobile, home and office numbers for:
   a) Job Foreman
   b) Job Superintendent
   c) Owner or Company Officer

C. Damage to Work of Others: The contractor shall repair, refinish, and make good any damage to the building or landscaping resulting from any of his operation. This shall include, but is not limited to, any damage to plaster, tile work, wall covering, paint, ceilings, floors, or any other finished work. Damage done to the building, equipment, or grounds must be repaired at the successful contractor's expense holding the Owner harmless from any other claims for property damage and/or personal injury.

D. Measurements: It will be the contractor's responsibility to obtain and/or verify any necessary dimensions by visiting the job site, and the contractor shall be responsible for the correctness of same. Any drawings supplied are for reference only.

E. Use of Premises:
1. The contractor is advised that the Owner will occupy the building at all times, and the contractor must provide all safeguards required to protect personnel and to keep noise levels as low as reasonably possible for each operation.
2. The contractor shall:
a) Coordinate work in such a manner as to not interfere with the normal operation of the building.
b) Assume full responsibility for protection and safekeeping of products stored on premises.
c) Agree to hold the Owner harmless in any and all liability of every nature and description which may be suffered through bodily injuries, including death of any persons by reason of negligence of the contractor, agents, employees, or subcontractors.

F. Cleaning and Disposal of Materials:
1. Contractor shall keep the job clean and free from all loose materials and foreign matter. Contractor shall take necessary precautions to keep outside walls clean and shall allow no roofing materials to remain on the outside walls.
2. All waste materials, rubbish, etc., shall be removed from the Owner's premises as accumulated. Rubbish shall be carefully handled to reduce the spread of dust. A suitable scrap chute or hoist must be used to lower any debris. At completion, all work areas shall be left broom clean and all contractor's equipment and materials removed from the site.
3. All bituminous or roofing related materials shall be removed from ladders, stairs, railings, and similar parts of the building.
4. Debris shall be deposited at an approved disposal site.

1.10 SEQUENCING AND SCHEDULING

A. Coordinate roofing schedule with work of other trades.

B. Plan lay up of roofing membrane with respect to deck slope. Avoid situations where excessive drainage could pass into completed roofing.

C. Maintain communication with roofing manufacturer's representative to inform of progress and to schedule periodic inspections.

D. All penetrations shall be made in roof prior to beginning with roof installation.

1.11 PERFORMANCE REQUIREMENTS

A. Roofing System: Shall prevent water migration into roof assembly or building interior through the roof membrane and/or membrane base flashing.

1.12 QUALITY ASSURANCE

A. Work of this Section to conform to these specifications, and to the roofing material manufacturer's application instructions. In the event of conflicts between the two, the more stringent requirement shall be observed.

B. Maintain one copy of each document on site.

C. Factory Technical Representative: Roofing Contractor is to arrange and schedule the manufacturer's technical representative to be on site the first day of the installation of manufacturer's roofing system. The manufacturer's technical representative shall inspect the work of the contractor at least one time each week during the installation of the roofing system. The manufacturer's technical representative shall perform with the owner's representative and the roofing contractor a final inspection of the roofing system. At the completion of the final inspection, provide to the roofing contractor a list of punch list items (if any) to be correct before technical acceptance of the roofing project and prior to issuance of manufacturer's Twenty (20) Year Full System Warranty. Field reports shall be provided after each inspection within five (5) days of site visit.

D. Pullout Tests: Conduct pullout test on deck using appropriate fastener prior to roof system installation. Submit pullout results for manufacturer's review to determine specific fastening pattern for this project, minimum uplift requirements shall conform to current ASCE 7 criteria.

1.13 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacture of the products specified, with five (5) years documented experience in the uninterrupted, and unmodified manufacture of the roofing system and component elements of the roofing system specified herein.

B. Applicator: Company specializing in the work of this Section, having a minimum of five (5) years documented experience applying modified bitumen roofing systems, and approved by the Manufacturer for not less than three (3) years to install the specified roof system so as to achieve a twenty (20) year no dollar limit warranty.

1.14 REGULATORY REQUIREMENTS

A. Conform to all applicable local codes for roof assembly fire hazard requirements.

B. Provide certification of inspection confirming approval of design and installation by authority having jurisdiction.

C. Fire Hazard Classifications: UL Class A.

1.15 PRE-INSTALLATION CONFERENCE

A. Convene a preinstallation conference two weeks prior to commencing the Work.

B. Require attendance of parties directly affecting the Work of this Section.

C. Review condition of roof deck and installation, installation procedures and coordination with related work.

1.16 ENVIRONMENT REQUIREMENTS

A. Do not apply roofing during inclement weather.

B. Do not apply roofing membrane to damp or frozen deck or substrate.

1.17 WARRANTY

A. Roofing - Manufacturer: Project shall be installed in such a manner that the roofing material manufacturer will furnish a written twenty (20) year labor and materials warranty NDL type warranty from the date of substantial completion of the completed project.

B. Roofing - Contractor: The contractor, jointly with any subcontractors employed by him, shall guarantee the work required and performed under this contract will be free from defects in workmanship and materials, and that the building will be and remain waterproof for a two (2) year warranty period, after the Owner accepts the work as substantially complete. The warranty shall be in approved notarized written form, to obligate the contractor and his subcontractors, if any, to make good the requirements of the warranty.

C. Warranty repairs shall be performed by a certified installer. The repairs shall be performed in accordance with the manufacturer's written instructions and recommended procedures so as to not void the warranty (if applicable). Repair of the system, including materials and labor, shall be done at no cost to the Owner.

D. Provide twenty (20) year Manufacturer's No-Dollar-Limit (NDL) warranty on the above-deck roofing system. Warranty to cover costs of material and labor to replace roofing material which fails to resist the penetration of water due to failure of either material or workmanship, with no penal sum.

E. Manufacturer's warranty shall cover above deck roofing components against wind uplift resulting from wind pressures based on the requirements of ASCE 7.

PART 2 PRODUCTS

2.1 GENERAL

A. Samples of all materials used on the project, which are not supplied by the membrane manufacturer, shall be submitted to the membrane manufacturer for written approval prior to work starting.

B. All materials used on the project shall be asbestos free

2.2 MANUFACTURERS – SHEET AND BITUMINOUS MATERIALS

A. Firestone

B. Or prior approved equal by Owner / Project Manager

2.3 FINISH MEMBRANE:

1. Cap Ply Cool Roof Rated by Firestone:
   a. Membrane Top Ply: High Reflectivity White Surface Cap Sheet: formulated for MB cold adhesive
      1) Description: Roofing membrane shall have a fiberglass mat reinforcement and thermofusible elastomeric asphalt. Top surface to have White High-Reflective surface. Application is for cold adhesive. All seems to be hot air welded.
   b. Physical Properties:
      1) Approximate Weight: 104 lbs/sq
      2) Approximate thickness: 157 mils
      3) Total System thickness: 261 mils

   c. White reflective surface certifications: Shall be listed by Energy Star and CRRC by firestone:
      1) Initial Solar Reflectance Value: .83
      2) Weathered Reflectance Value: .80
      3) Initial Emissivity Value: .91
      4) Weathered Emissivity Value: .88
      5) Solar Reflectance Index Value: 104

2.4 BASE PLY MEMBRANE:

1. Fiberglass reinforced modified bitumen sheet.
   a. Description: Base ply membrane shall have a fiberglass reinforcement and thermofusible elastomeric asphalt. Both sides shall have a high-brush sanded surface. This membrane is to be applied with cold adhesive. All seems and head laps to be hot air welded
   b. Physical Properties:
      1) Approximate roll weight: 90 pounds
      2) Approximate thickness: 135 mils

2.5 BASE FLASHING MEMBRANES:

1. Base Ply Membrane– Fiberglass reinforced modified bitumen sheet.
   a. Description: Base ply membrane shall have a fiberglass reinforcement and thermofusible elastomeric asphalt. Both sides shall have a high-brush sanded surface. This application is to be applied by utilizing cold adhesive. All laps and seems to be hot air welded
   b. Physical Properties:
      1) Approximate roll weight: 90 pounds
      2) Approximate thickness: 135 mils
2. Finish Membrane: Polyester reinforced modified bitumen flashing sheet.
   a. Description: Flashing membrane shall have a non-woven polyester reinforcement and thermofusible elastomeric asphalt. Both sides shall have a high-brush sanded surface. Top surface to have White High-Reflective surface. This application is to be applied by utilizing cold adhesive. All laps and seems to be hot air welded.
   b. Physical Properties:
      1) Approximate roll weight: 106 lbs.
      2) Approximately thickness: 157 mils
   c. White reflective surface certifications: Shall be listed by Energy Star and CRRC by Firestone:
      1) Initial Solar Reflectance Value: .83
      2) Weathered Reflectance Value: .80
      3) Initial Emissivity Value: .91
      4) Weathered Emissivity Value: .88
      5) Solar Reflectance Index Value: 104

2.6 COLD ADHESIVE

A. ASTM D 3019 Type III Firestone Multi-Purpose MB Cold Adhesive.

B. Apply Multi-Purpose MB Cold adhesive at a rate of 1.5 – 2.0 gal per 100 ft2 (0.6 – 0.8 L per m2).

A. on the top side and factory-applied ceramic granules on the underside, ASTM D4897, Type II.

2.7 ASPHALT ROOF PRIMER

A. Quick-dry asphalt-based primer for priming of asphalt roof surfaces, as manufactured by Firestone, or approved equal.

ASTM	D 41
Flash Point	105° F
Viscosity at 80° F (ASTM D 217)	50-60 K.U.
Weight per gallon	7.4 pounds
Drying time (to touch)	Min. 4 hours

2.8 ASPHALT PLASTIC ROOF CEMENT

A. Trowel-applied mastic used on flanges of gravel stops, stacks, vents, and similar applications, as manufactured by Firestone, or approved equal.

ASTM	D 4586
Flash Point	105° F
Weight per gallon (approximate)	11 lbs.
Viscosity @ 80° F (ASTM D 217)	270-330
% Non-Volatile (Fed. Test Method 141)	70% Min.
% Specially Processed Bitumen	30% Min.
% Total Solids, by Volume	75% Min.
Dry film thickness of 1 gal./15 sq. ft.	85 Mils
Drying time	2 to 3 days
Service Temperature, Extended Exposure	-20° to +150° F
Resistance to Oils & Solvents	Poor
Resistance to Sunlight	Good
Resistance to Chemicals	Good
Effects of Weathering	Slight chalking
Water Resistance	
Under Good Drainage Conditions	Excellent
Under Continuous Submersion	Fair

2.9 INSULATION

A. All insulation shall be in compliance with Section 07 22 16 Roof Board Insulation.

B. All insulation shall be approved in writing by the membrane manufacturer as to thickness, type, and manufacturer. All insulation must be approved for the specific application, Underwriters Laboratory approved

2.10 COVER BOARDS

A. All cover boards shall be in compliance with Section 07 22 16 Roof Board Insulation.

2.11 CANT STRIP

A. Structural: Shall be wood where used for structural purposes meeting NRCA, FM Global and Underwriters Laboratory guidelines.

B. Non-structural: Shall be wood fiber where used for non-structural purposes, conforming to ASTM C208 and C209.

2.12 ROUGH LUMBER

A. Refer to Specification Section 06 10 53 Miscellaneous Carpentry for further information

B. Vertical Wall Shimming Material: Shall be exterior grade plywood unless otherwise accepted by Project Manager/Architect. Thickness shall be as required for attachment or to make material flashing flush or level with offsets and/or transitions, minimum three-fourths inch (3/4"). Proper selection of material is required to achieve UL guidelines.

2.13 SEALANTS

A. One-part Urethane Sealant: Sealant for use at coping joints, reglet joints, etc., shall be a one-component, high performance, non-priming, non-sag, gun grade elastomeric polyurethane sealant designed for use in active exterior joints, ASTM C 920, shall meet the following physical and performance properties, SONOLASTIC® NP 1™ as manufactured by BASF Construction Chemicals, LLC, or approved equal.

Properties	Results	Test Methods
Movement capability, %	±35	ASTM C719
Tensile strength, psi (MPa)	350 (2.4)	ASTM D412
Tear strength, pli	50	ASTM D1004
Ultimate elongation at break, %	800	ASTM D412
Rheological, at 120° F (49° C) (sag in vertical displacement)	No sag	ASTM C639
Extrudability, 3 seconds	Passes	ASTM C603
Hardness, Shore A		ASTM C661
At standard conditions	25 – 30	
After heat aging (max Shore A: 50)	25	
Weight loss, after heat aging	3%	ASTM C792
Cracking and chalking, after heat aging	None	ASTM C792
Tack-free time, hrs, (maximum 72 hrs)	Passes	ASTM C679
Stain and color change	Passes (no visible stain)	ASTM C510
Bond durability,* on glass, aluminum, and concrete ±35% movement	Passes	ASTM C719
Adhesion* in peel, pli (min. 5 pli)	30	ASTM C794
Adhesion* in peel after UV radiation through glass (min. 5 pli)	Passes	ASTM C794
Artificial weathering, Xenon arc, 250 hours	Passes	ASTM C793
Artificial weathering, Xenon arc, 3,000 hours	No surface cracking	ASTM G26

Water immersion, 122° F (50° C)	Passes 10 weeks with movement cycling	ASTM C1247

*Primed for water immersion dictated by ASTM C920.

B. Silyl-terminated Polyether Sealant: Sealant shall be a thermosetting, solvent free, non-slump, self-fixturing, multipurpose structural sealant which shall meet the following physical and performance properties, M-1 as manufactured by Chem Link, Inc., or approved equal.

Properties	
Specific Gravity	1.62 (13.5 lbs./gallon)
Viscosity	800,000+ cps Brookfield RTV, TF spindle, 4 rpm 73° F.
Shear Strength (ASTM D-1002)	400 psi+ (7 day ambient cure)
Elongation @ break (ASTM D-412)	400-550% (7 day ambient cure)
Hardness Shore A (ASTM C-661)	45 ± 3
Tack free time (ASTM C-679)	20 minutes
Low temperature flex ASTM D-816)	Minus 10° F pass 1/4" mandrel
Slump (sag) (ASTM C-697)	Zero slump
Shrinkage (ASTM D-2453)	No measurable shrinkage (after 14 days)
Service temperature	-40° F to 200° F continuous service

2.14 FASTENERS

A. All substrate boards shall be in compliance with Section 07 22 16 Roof Board Insulation.

B. Fasteners and fastening plates or bars shall be as recommended by the fastener manufacturer for the specific application.

2.15 FIBERGLASS COATED MEMBRANE

A. A non-rotting, non-absorbent woven fiberglass membrane having a vinyl coating designed for membrane reinforcement for all roof repairs. Compatible with either tar or asphalt bitumens, having ten (10) open-weave squares per inch.

2.16 ROOF DRAINS

A. All roof drains shall be in compliance with Division 22- Plumbing.

B. Shall be all cast iron roof drain with dome and non-puncturing clamp ring with integral gravel stop and medium sump with roof flange and bottom outlet, as manufactured by Josam, or approved equal.

C. Lead Flashing: Shall be four pound (4#) lead, minimum thirty inches by thirty inches (30" x 30"), used for flashing of internal drains.

D. Drains shall be placed no closer than 42” apart.

2.17 LEAD JACKS

A. Shall be four pound (4#) lead, and of dimensions required to completely cover existing plumbing stack.

2.18 LIQUID FLASHING SYSTEM

A. Liquid flashing system to be manufacturers recommended system comprising a liquid compound and sheet scrim fabric or equivalent.

2.19 PIPE SUPPORTS

A. Refer to Specification Section 07 72 00 Roof Accessories for further information.

B. Pipe support system shall be a prefabricated, engineered support system designed specifically for use on roofing without adhesive, roof penetrations, flashings, or damage to roofing system. Supports shall be as recommended by manufacturer as suitable for size and type of conduit or pipe being supported or approved equal.

2.20 TERMINATION/PRESSURE BARS

A. Aluminum strip shall be extruded channel bar with a mill finish, width one inch (1"), thickness 0.100" ± .008", leg height one-fourth inch (1/4") top and bottom, leg angle ninety degrees (90°), for perimeter and curb anchorage, having predrilled holes six inches (6") on center, as manufactured by Olympic Fasteners, or approved equal.

2.21 SELF-ADHERING UNDERLAYMENT FOR TEMPORARY WATERPROOFING

A. A premium heavyweight, minimum 60 mil, self-adhering high temperature 260 degree min, underlayment, to use as a temporary waterproofing barrier.

2.22 DELIVERY AND STORAGE

A. All materials shall be delivered with appropriate carton and can labels indicating appropriate warnings, storage conditions, lot numbers, and usage instructions. Materials damaged in shipping or storage shall not be used.

2.23 PRECAUTIONS

A. Some of the indicated materials are extremely flammable and/or toxic. Use precautions indicated on can and carton labels.

2.24 OVERNIGHT SEAL

A. Hot applied asphalt bitumen shall be provided for the purpose of night sealing the roof system.

B. Apply a six inch (6”) wide mopping of asphalt along the exposed edges of the white fleece backed base flashings as required to prevent wicking into the membrane.

2.25 MISCELLANEOUS MATERIALS

A. Other materials shall be as specified, or of the best grade for the proposed use, as recommended by the manufacturer of said product.

2.26 EXPANSION JOINTS

A. All Expansion joints shall be in compliance with Section 06 10 53 Miscellaneous Carpentry.

B. Expansion joints at walls and field of the roof shall be curbed as outlined in accordance with NRCA and SMACNA guidelines. The curbs will be flashed as outlined above in Curb Flashings.

PART 3 EXECUTION

3.1 REFERENCE

A. In the instance of a conflict between these specifications and those of the manufacturer and/or current NRCA, Underwriters Laboratory and IBC guidelines, the more stringent specifications (better quality or greater quantity of work) shall take precedence.

B. The manufacturer's Technical Specifications and current NRCA, Underwriters Laboratory and IBC guidelines shall be considered a part of this specification and shall be referred to for general application procedures and recommendations.

C. Application of materials shall be in strict accordance with the manufacturer's recommendations and current NRCA, Underwriters Laboratory and IBC guidelines, except where more stringent requirements (better quality or greater quantity of work) are shown or specified.

D. General Installation:
1. Comply with governing local, state, and federal regulations, safety standards, and codes. When conflict exists, the more restrictive document shall govern.
2. Protect adjacent areas with tarpaulin or other durable materials.
3. Contractor shall prevent overspray and be responsible for parking lot areas and/or adjoining areas not part of this contract.
4. Contractor shall be responsible for sealing, as required, all openings that may allow bitumen migration or drippage, i.e. pitch dams, envelopes, and filler strips.
5. Prepare surfaces according to manufacturer's or applicator's published instructions. All metal that is to receive bitumen, or come in contact with bitumen or adhesive, shall be first primed with appropriate primer. Any prefinished galvanized sheet steel that is to receive bitumen, or come in contact with bitumen or adhesive, shall be scored, scuffed or abraded before receiving primer application.
6. Use cleaning materials or primers necessary to render an acceptable surface/substrate.
7. All surfaces/substrates shall be clean and dry prior to application of materials.
8. Prior to application of felts and or membrane, all foreign matter, gravel, etc., shall be removed from the insulation and/or substrate. Gravel or debris between the insulation/substrate and plies is not acceptable.
9. Prior to application of flashing membranes, substrate shall be clean and free of any previously installed roofing materials. Contractor shall ensure that all components of substrate be structurally sound before application of flashing materials.
10. Ambient temperature shall be 40° F and rising.
11. The underlayment plies and field membrane are to be laid in the direction of maximum roof slope, working from bottom of slope toward ridge.
12. Wrinkles, buckles, kinks, and fish mouths are not acceptable when laying membranes.
13. Dry voids of membrane on membrane are not acceptable.

14. All surfaces that are to receive the self-adhered membranes shall be primed with a fast drying asphaltic primer.
15. Application of roofing shall immediately follow the application of any insulation as a continuous operation. Under no circumstance is insulation to be left exposed at the end of the day. Insulation left exposed overnight will be removed and replaced at no cost to the Owner.
16. Masonry and metal surfaces to receive roofing shall be primed with a uniform coating of approved asphalt primer.

G. Consider roof system manufacturer's technical specifications part of this specification and use as reference for specific application procedures and recommendations

3.2 EXAMINATION

A. Examine roof deck and related surfaces and verify that there are not conditions such as inadequate anchorage, foreign materials, moisture, ridges, or other conditions which would prevent satisfactory installation of roofing system.

B. Correct conditions requiring correction or completion prior to installation of roofing system. Notify Owner's representative (Owner's representative, Contractor Officer) of unacceptable conditions.

C. Do not proceed until defects are corrected.

D. Verify location of interior ducts, electrical lines, piping, conduit, an similar obstructions. Perform work in manner to avoid contact with above mentioned items.

E. Verify debris has been removed.

F. Start of work under this Part Three constitutes acceptance of deck substrate and site conditions by roofing contractor

3.3 SUBSTRATE PREPARATION

A. Tear-off: Remove all existing roof assembly down to the roof deck or original substrate. Substrate shall be smooth, free of debris, sharp edges, and other surface irregularities prior to starting roofing application. Substrate repair shall be performed as required to minimum of NRCA standards.

B. Protect all building surfaces against damage from roofing work.

C. Prevent debris and bitumen from entering the building, any drains, downspouts, plenum spaces and/or roof openings.

D. Clean surfaces of roof deck and maintain free of dirt, debris and any deleterious material during roofing operations.

E. Metal Decks:
1. All loose rust, bitumen, or other foreign material shall be removed from the deck before applying **metal primer** at the minimal rate of one and one-half (1-1/2) gallons per one hundred (100) square feet of area.
2. Deteriorated metal decking shall be repaired or replaced as required and as recommended by the deck manufacturer on a unit cost basis as approved by Project Manager.
3. The metal deck shall be of like kind, quality, gauge and configuration. The deck span shall not exceed that recommended by FM Global Bulletin 1-28.

4. If metal deck must be replaced:
   a) Erect metal decking as recommended by the SDI. Properly align and level on structural supports.
   b) Allow minimum three inch (3") bearing when supported by structural steel and minimum six inch (6") bearing when supported by masonry.
   c) Care shall be exercised in the selection of electrodes and amperage to provide positive welds and to prevent blowholes.
   d) Weld metal shall penetrate all layers of deck material at end laps and side joints and shall have good fusion to the supporting members.
   e) Side lap fasteners shall be No. 12, self-drilling, self-tapping screws.
   f) Install closure strips and angle flashings as required to close openings between deck and walls, columns and openings.
   g) Immediately after installation, touchup welds, burned areas and damaged spots with prime paint.
5. Expansion/control joints shall be installed so that no one area exceeds two hundred feet by two hundred feet (200' x 200').

3.4 ROUGH CARPENTRY

A. All rough carpentry shall be in compliance with Section 06 10 53 Miscellaneous Carpentry.

B. Nailers shall be installed according to NRCA, Underwriters Laboratory, and IBC guidelines.

3.5 CANTS

A. Provide full 45 degree cant strips (no partials) at all intersections of vertical and horizontal surfaces, such as walls, parapet walls, curbs, expansion joints, etc., and as recommended by membrane manufacturer.

B. Cants shall provide a four (4) inch rise above the roof's surface.

C. Toe of cant shall be level with the surface to receive new roof membrane and in all cases anchored according to NRCA, Underwriters Laboratory, and IBC guidelines.

D. Cant strips shall be installed at the intersection of the deck and all vertical surfaces.

E. If a wood cant is used where insulation exists, cant shall be toe nailed into treated wood nailer under cant the same height as insulation.

3.6 INSULATION

A. All insulation shall be in compliance with Section 07 22 16 Roof Board Insulation.

B. All insulation shall be approved in writing by the membrane manufacturer as to thickness, type, and manufacturer. All insulation must be approved for the specific application, Underwriters Laboratory approved

3.7 COVER BOARDS

A. All cover boards shall be in compliance with Section 07 22 16 Roof Board Insulation.

3.8 APPLICATION BASE MEMBRANE

A. Apply base membrane sheet over prepared substrate in MB adhesive providing dry four inch (4") side laps and six inch (6") end laps to be hot air welded. Stagger end laps of adjacent sheets not less than forty inches (40").

B. Apply sufficient pressure to the top side of the sheet to ensure that the base ply is adhered.

3.9 APPLICATION FINISH MEMBRANE

A. Beginning at low point of roof, apply approved cap sheet in cold adhesive. Provide dry four-inch (4") side laps and six inch (6") end laps to be hot air welded. Stagger end laps forty inches (40") from adjacent rows.

B. All layers of roofing shall be installed free of wrinkles, creases and fishmouths.

C. Prohibit foot and cart traffic from newly applied felts. Do not "walk-in" plies.

D. The cold adhesive must be applied so as to extend beyond both edges of the sheet. The amount of cold adhesive should not squeeze out along the edges and should be left dry to allow for out air fusion to take place.

E. If slope dictates, membrane shall be installed using the strapped method going with the slope as required by membrane manufacturer.

F. In addition to the standard application procedures as outlined, the contractor must be familiarized and adhere to the manufacturer's requirements for proper installation procedures for the cool roof white cap sheet.

G. Care must be taken to ensure good alignment of the first roll. A 45° cut shall be made on the selvage edge of underlying membrane prior to application to ensure a good seal between the membranes.

3.10 FLASHING APPLICATION

A. Flash all penetrations, metal edge systems, walls, curbs, expansion joints, drains as shown on details and approved shop drawings with white Elvaloy® flashing membrane.
   1. Field fabricate flashings for vent pipes, vent stacks, or other multi-angled roof projections/penetrations.
   2. Mechanically fasten flashing at terminations according to approved details.
   3. Fastening membrane flashing through metal counterflashing without the use of a termination bar is not acceptable.

B. Any lumber or shimming required for attachment or to make material flashing flush or level with offsets and/or transitions shall be incorporated in the flashing specifications.

C. Flashing shall be placed at all vertical junctures with the roof, and at all penetrations. It will consist of the approved base flashing sheet applied over one or more base ply sheets.

D. Base membrane sheet will be placed in a torch appied providing three inch (3") side laps. Secure top edge with approved fasteners at six inches (6") on center. Sheet to extend four inches (4") beyond the toe of the cant onto the horizontal surface of the membrane; and extend not less than three inches (3") above the top of the cant onto the vertical wall/curb surface. The top leading edge shall be secured with a continuous termination bar, fastened at 8" o.c., the termination bar shall be sealed with three course and mastic.

E. Flashing plies shall be cut from the end of the roll and applied vertically always working to a selvage edge.

F. The exposed flashing membrane will be torched into place providing three inches (3") side laps. Top edge to be secured with approved fasteners at six inches (6") on center. Side laps are not to coincide with side laps of reinforcing ply sheet.

G. Prime surface of membrane sheet to receive flashing.

H. Extend flashing sheet four inches (4") beyond toe of cant onto horizontal field of the roof, and extend onto vertical face of wall/curb not less than eight inches (8") above finished roof surface. Secure top edge termination bar and three course mastic application. Termination bar to be fastened with approved fasteners at six inches (6") on center.
   1. At concrete or masonry surfaces, secure top edge of flashing utilizing a continuous metal termination bar.
   2. Thoroughly seal all voids in the corners and seams.
   3. Application shall provide a smooth surface, free of air pockets, wrinkles, fishmouths or tears.

3.11 CANTS

A. Provide full 45 degree cant strips (no partials) at all intersections of vertical and horizontal surfaces, such as walls, parapet walls, curbs, expansion joints, etc., and as recommended by membrane manufacturer.

B. Cants shall provide a four (4) inch rise above the roof's surface. (Vertical, not diagonal)

C. Toe of cant shall be level with the surface to receive new roof membrane and in all cases anchored according to NRCA, Underwriters Laboratory, and IBC guidelines.

D. Cant strips shall be installed at the intersection of the deck and all vertical surfaces.

E. If a wood cant is used where insulation exists, cant shall be toe nailed into treated wood nailer under cant the same height as insulation.

3.12 PROJECTION FLASHINGS

A. Plumbing Vents: Soil vent stack pipes shall receive new lead flashings installed in strict accordance with practices set forth in the NRCA Roofing Manual. The lead shall be carried up and over the top of the stack, and crimped down into the pipe to form a watertight seal. Projections that cannot be sealed thus should be boxed in and flashed as recommended by the roof membrane manufacturer.

B. Square Projections: Cut a slit in the membrane to correspond with the position of the projection, and lay the membrane in hot asphalt. Apply another layer of membrane in exactly the same fashion, but from the opposite direction. For metal flange-type projections, after doing above, strip in with six inch (6") strips of membrane.

C. Round Projections: Cut membrane square and eighteen inches (18") from perimeter of projection. Slit square membrane with an "X" of proper size to ensure a close fit and positive seal. Place over projection, and adhere to clean membrane already on the roof. Cut a six inch (6") piece of membrane to apply as a collar, and secure with an all stainless steel clamp.

3.13 CURB FLASHINGS

A. The flashing substrate shall be free of any dirt and loose material.

B. Starting on the roof at least six inches (6") from the roofside edge of the cant strip, adhere one (1) ply of smooth sanded modified base membrane extending over the cant and up the vertical a minimum of eight inches (8"). Each lap of the membrane shall be a minimum of three inches (3").

C. Over the smooth sanded modified base membrane starting on the roof at least eight inches (8") from the roofside edge of the cant strip, adhere the finished membrane extending over the cant and up the vertical a minimum of eight inches (8"). Each lap of the finished membrane shall be a minimum of three inches (3"), and shall not coincide with the laps of the underlayment sheet.

D. Fasten the top edge of the flashings on six-inch (6") centers using approved termination bar and fasteners. Cover termination bar with 3 course and mastic to seal leading edge of the finished membrane watertight.

E. An NRCA-approved metal counterflashing shall extend down over the flashing a minimum of four inches (4").

3.14 PIPING/CONDUIT

A. Refer to specification section 07 72 00 Roof Accessories for further information

B. Piping/conduit shall be raised to NRCA recommended heights, and new supports furnished. Permanent supports shall be installed upon pads approved by membrane manufacturer. Coordinate work with Project Manager.

C. All gas lines, piping, and conduits shall be coated with industrial grade yellow paint

3.15 ROOF DRAINS

A. Replace all existing drains with specified cast iron drain bowls and domes, including all new drain accessories. Size to match existing drain system. Install watertight to existing lines. Follow drain manufacturer's installation requirements.

3.16 DRAIN FLASHINGS

A. Build a sump to the drain and create a smooth transition by installing tapered insulation around the drain. The slope of the drain sump shall not exceed one inch (1") per horizontal foot (8%). The drain sump should be eight foot by eight foot (8' x 8') sump minimum per roof plans.

B. All drains shall receive new lead flashings. Flashings shall be installed in strict accordance with manufacturer's recommendations and with practices as set forth in the NRCA Roofing Manual.

C. Drain shall be covered with the specified membrane and underlayment ply, extending the membrane past the edge of the drain bowl and neatly trim at the edge of the roof drain.

D. Lead flashings as specified shall be installed and primed with asphalt base primer and allowed to dry prior to application of flashing layers.

E. Lead flashing shall be covered with flashing membranes consisting of one layer of 2 plies of modified roofing membrane. Each layer shall be installed in a solid bed of asphalt bitumen as specified and shall extend a minimum of twelve inches (12") past the outer edges of the three by three foot (3' x 3') lead flashing. Flashing membranes and lead flashing shall be slit over the drain hole with an "X", cutting excess material from the interior of the drain bowl.

3.17 EXPANSION JOINTS

A. All Expansion joints shall be in compliance with Section 06 10 53 Miscellaneous Carpentry.

B. Expansion joints at walls and field of the roof shall be curbed as outlined in accordance with NRCA and SMACNA guidelines. The curbs will be flashed as outlined above in Curb Flashings.

C. Provide a field-built wood, structural expansion joint in the field of the roof where the roof span exceeds 200’-0” in any direction.

3.18 MEMBRANE PROTECTION

A. Where equipment pads, wood sleepers, or walkway slabs are to be installed over the roofing membrane, an additional layer of the roofing membrane shall be installed between the roofing membrane and the pad, sleeper, or slab. Due caution shall be exercised to prevent roofing membrane damage during placement. Where required, membrane shall be welded to field membrane to prevent slippage.

3.19 ELASTOMERIC SEAM COATING

A. Cover bleed out blocking with elastomeric seam coating approved by manufacturer. Coating shall be applied using a medium nap roller.

B. Temperatures at time of application must be 50 deg. F and rising during time of application. Apply per manufacturer’s recommendations.

3.20 OVERNIGHT SEAL

A. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.

B. Installation shall be performed according to accepted roofing practice as outlined in the NRCA Roofing Manual.

3.21 FIELD QUALITY CONTROL

A. Owner reserves the right to have finished Work inspected using infrared thermography or other appropriate, non-destructive means to establish satisfactory conditions of completed Work.

B. Correct identified defects or irregularities. Cut out and repair membrane defects before end of each day.

3.22 MANUFACTURER'S FIELD SERVICES

A. Provide manufacturer's field services as required to qualify for specified warranty.

B. Roofing materials manufacturer's representative shall visit the site and observe the progress of the Work at a rate of not less than one time per week.

1. Site visits shall be followed up by a written report of findings which is to be transmitted to the Owner's Representative within five (5) days of the site visit.

3.23 CLEANING

A. Remove bituminous markings from finished surfaces.

B. In areas where finished surfaces are marred, or soiled by Work of this Section, consult manufacturer of soiled surface for cleaning advice and conform to their written instructions.

C. Repair or replace defaced or disfigured finishes caused by Work of this Section.

D. Roof surface shall be completely cleaned prior to final building move-in. All discharge water to be dealt with in accordance with local EPA requirements.

3.24 PROTECTION OF FINISHED WORK

A. Protect finished Work under provision of application Section.

B. Where traffic must continue over finished roof installation, protect surfaces with minimum one-half inch (1/2") wood fiberboard insulation, under five-eighth inch (5/8") thick plywood protective walkways ballasted in place with sandbags or the like.

C. At all parapet and metal coping cap conditions, provide additional layer of self-adhered underlayment for temporary protection over all parapet and coping caps conditions once roofing has been completed and prior to installation of wood nailers and metal coping cap. Self-adhered underlayment is to cover cavity conditions from roof side of parapet framing to outside of exterior finish to protect cavity from moisture prior to completing parapet cap framing.

END OF SECTION

SECTION 07 54 20
ADHERED TPO MULTI-PLY ROOF SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. TPO roofing and related products.

B. Related Requirements:
   1. Section 01 23 00 Alternates

1.2 DEFINITIONS

ACM	Asbestos Containing Materials
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
EPS	Expanded Polystyrene
EVT	Equiviscous Temperatures
FM	Factory Mutual
IBC	International Building Code
KEE	Ketone Ethylene Ester
NDL	No Dollar Limit
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration
SBS	Styrene-Butadiene-Styrene
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPRI	Single Ply Roofing Industry
UL	Underwriters Laboratories, Inc.

1.3 REFERENCES (INCLUDING LATEST REVISIONS)

A. Comply with governing local, state, and federal regulations, safety standards, and codes.

B. Testing Laboratory Services: Test results shall meet or exceed established standards.

C. Underwriters Laboratories, Inc. (Roofing Covering): Class A fire hazard classification.

D. American Society for Testing and Materials (ASTM)

E. The National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) - Architectural Sheet Metal Manual

G. American Society of Civil Engineers – ASCE 7

1.4 INSTALLER QUALIFICATIONS

A. Roofing installer must be:
1. Currently certified or an approved applicator that is in good standing with the manufacturer.
2. Installer must be an experienced single firm specializing in the type of roofing repair and/or removal and replacement work required, employing only experienced workers for the class of work in which they are employed, having at least five (5) years successful experience on projects similar in size and scope and acceptable as applicators by the Architect.
3. Contractor must have successfully completed previous projects warranted by the manufacturer.

B. It shall remain each Bidder's responsibility to determine his current status with the manufacturer's certification plan.

1.5 MANUFACTURER QUALIFICATIONS

A. A qualified manufacturer that has been UL Listed and has FM Approvals for membrane roofing system similar to that used in this project for a minimum of fifteen (15) years.

1.6 SUBMITTALS

A. Shop Drawings: Provide manufacturer's approved details of all perimeter conditions, projection conditions, and any additional special job conditions which require details other than indicated in the drawings.

B. Refer to Specification Section 01 33 00 for Submittal requirements

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers and rolls with all labels intact and legible including labels indicating appropriate warnings, storage conditions, lot numbers, and usage instructions. Materials damaged in shipping or storage shall not be used.

B. Manufacturer's packaging and/or roll plastic is not acceptable for exterior storage. Tarpaulin with grommets shall be minimum acceptable for exterior coverings. All materials stored as above shall be a minimum of four inches (4") off the substrate, and the tarpaulin tied off with rope.

C. Deliver materials requiring fire resistance classification to the job with labels attached and packaged as required by labeling service.

D. Deliver materials in sufficient quantity to allow continuity of work.

E. Handle and store material and equipment in such a manner as to avoid damage. Liquid products shall be delivered sealed, in original containers.

F. Handle rolled goods so as to prevent damage to edge or ends.

G. Select and operate material handling equipment so as not to damage existing construction or applied roofing.

H. Moisture-sensitive products shall be maintained in dry storage areas and properly covered. Provide continuous protection of materials against wetting and moisture absorption. Store roofing and flashing materials on clean raised platforms with weather protective covering when stored outdoors.

I. Store rolled goods on end. Thermoplastic membrane only rolls shall be laid flat.

J. Protect materials against damage by construction traffic.

K. The proper storage of materials is the sole responsibility of the contractor and any wet or damaged roofing materials shall be discarded, removed from the project site, and replaced prior to application.

L. Comply with fire and safety regulations, especially with materials which are extremely flammable and/or toxic. Use safety precautions indicated on labels.

M. Products liable, such as emulsions, to degrade as a result of being frozen shall be maintained above 40° F in heated storage.

N. No storage of materials shall be permitted on roof areas other than those materials that are to be installed the same day. Any exception must be in written form.

1.8 SITE CONDITIONS

A. Job Condition Requirements:
1. Coordinate the work of the contractor with the work to be performed by other trades, to ensure proper sequencing of the entire work. The contractor is to schedule his work so that adequate time is allowed for other trades to perform their work.
2. Apply roofing in dry weather.
3. Do not apply roofing when ambient temperature is below 45° F.
4. Proceed with roofing work only when weather conditions are in compliance with manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with specifications.
5. Schedule the work so the building will be left watertight at the end of each day. Do not remove more roofing materials than can be reinstalled in any working day.
6. Load placed on the roof at any point shall not exceed the safe load for which the roof is designed.
7. All surfaces to receive new roofing shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Architect.

8. The contractor is to be aware of the potential for roof leaks on the existing roof as a result of ruptured blisters and/or roof mat damage caused by the vacuum process, foot traffic, or material and equipment storage. The contractor is to take all necessary precautions to prevent damage to the existing roof. All damage to the existing roof that could result in roof leaks is to be repaired on a daily basis by the roofing contractor.
9. The contractor shall follow local, state, and federal regulations, safety standards, and codes for the removal, handling, and disposal of asbestos containing materials, if present. When a conflict exists, follow the stricter document.
10. Due caution should be exercised so as not to alter the structural integrity of the deck. When cutting through any deck, care should be taken so as not to damage the deck or any part of the deck, such as post tension cables, etc.
11. All kettles shall have a fume recovery system, automatic thermostat control, and visible temperature gauge all in working order.
12. The contractor is to verify the location of all interior ducts, electrical lines, piping, conduit, and/or similar obstructions. The contractor is to perform all work in such a manner as to avoid contact with the above mentioned items.
13. Surface and air temperatures should be a minimum 45° F during applications of cleaner and waterproof coating and remain above 45° F for a minimum of four (4) hours following applications. Verify compatibility of cleaner with coatings, paints, primers and joint sealers specified. Advise Architect of any problems in this regard prior to commencing cleaning operations.
14. Temporary Sanitary Facilities:
    a. The contractor shall furnish and maintain temporary sanitary facilities for employees use during this project, including temporary toilets, wash facilities, and drinking water fixtures. Sanitary facilities shall be secured to prevent tipping or movement.
    b. Toilet units shall be self-contained, single-occupant, of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.
    c. Facilities shall be installed where they will best service the project's needs, with Owner's/Owner's Representative's approval.
    d. Contractor shall provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
    e. All portable facilities shall comply with local laws, codes, and regulations.
    f. Contractor shall be responsible to see that the units are removed in a timely manner after the completion of the project.

B. Protection of Work and Property:
1. Work: The contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. Contractor shall provide and maintain at all times any OSHA required danger signs, guards, and/or obstructions necessary to protect the public and his workmen from any dangers inherent with or created by the work in progress. All federal, state, and city rules and requirements pertaining to safety and all EPA standards, OSHA standards, NESHAP regulations pertaining to asbestos as required shall be fulfilled by the contractor as part of his proposal.
2. Property: Protect existing planting and landscaping as necessary or required to provide and maintain clearance and access to the work of this contract. Examples of two categories or degrees of protection are generally as follows: a) removal, protection, preservation, or replacement and replanting of plant materials; b) protection of plant materials in place, and replacement of any damage resulting from the contractor's operations.

3. Finished roof areas shall be protected from damage by the contractor during construction.
4. Twenty-four Hour Call: The contractor shall have personnel on call 24 hours per day, seven (7) days per week for emergencies during the course of a job. The Architect is to have the 24 hour numbers for the contact. Contractor must be able to respond to any emergency call and have personnel on-site within two (2) hours after contact. Numbers available to the Architect are to be mobile, home and office numbers for:
   a) Job Foreman
   b) Job Superintendent
   c) Owner or Company Officer

C. Damage to Work of Others: The contractor shall repair, refinish, and make good any damage to the building or landscaping resulting from any of his operation. This shall include, but is not limited to, any damage to plaster, tile work, wall covering, paint, ceilings, floors, or any other finished work. Damage done to the building, equipment, or grounds must be repaired at the successful contractor's expense holding the Owner harmless from any other claims for property damage and/or personal injury.

D. Measurements: It will be the contractor's responsibility to obtain and/or verify any necessary dimensions by visiting the job site, and the contractor shall be responsible for the correctness of same. Any drawings supplied are for reference only.

E. Use of Premises:
1. The contractor is advised that the Owner will occupy the building at all times, and the contractor must provide all safeguards required to protect personnel and to keep noise levels as low as reasonably possible for each operation.
2. The contractor shall:
   a) Coordinate work in such a manner as to not interfere with the normal operation of the building.
   b) Assume full responsibility for protection and safekeeping of products stored on premises.
   c) Agree to hold the Owner harmless in any and all liability of every nature and description which may be suffered through bodily injuries, including death of any persons by reason of negligence of the contractor, agents, employees, or subcontractors.

F. Cleaning and Disposal of Materials:
1. Contractor shall keep the job clean and free from all loose materials and foreign matter. Contractor shall take necessary precautions to keep outside walls clean and shall allow no roofing materials to remain on the outside walls.
2. All waste materials, rubbish, etc., shall be removed from the Owner's premises as accumulated. Rubbish shall be carefully handled to reduce the spread of dust. A suitable scrap chute or hoist must be used to lower any debris. At completion, all work areas shall be left broom clean and all contractor's equipment and materials removed from the site.
3. All bituminous or roofing related materials shall be removed from ladders, stairs, railings, and similar parts of the building.
4. Debris shall be deposited at an approved disposal site.

1.9 SEQUENCING AND SCHEDULING

A. Coordinate roofing schedule with work of other trades.

B. Plan lay up of roofing membrane with respect to deck slope. Avoid situations where excessive drainage could pass into completed roofing.
C. Maintain communication with roofing manufacturer's representative to inform of progress and to schedule periodic inspections.

D. All penetrations shall be made in roof prior to beginning with roof installation.

1.10 PERFORMANCE REQUIREMENTS

A. Roofing System: Shall prevent water migration into roof assembly or building interior through the roof membrane and/or membrane base flashing.

1.11 QUALITY ASSURANCE

A. Work of this Section to conform to these specifications, and to the roofing material manufacturer's application instructions. In the event of conflicts between the two, the more stringent requirement shall be observed.

B. Maintain one copy of each document on site.

C. Factory Technical Representative: Roofing Contractor is to arrange and schedule the manufacturer's technical representative to be on site the first day of the installation of manufacturer's roofing system. The manufacturer's technical representative shall inspect the work of the contractor at least one time each week during the installation of the roofing system. The manufacturer's technical representative shall perform with the owner's representative and the roofing contractor a final inspection of the roofing system. At the completion of the final inspection, provide to the roofing contractor a list of punch list items (if any) to be correct before technical acceptance of the roofing project and prior to issuance of manufacturer's Twenty (20) Year Full System Warranty (Edge to Edge). Field reports shall be provided after each inspection within five (5) days of site visit.

D. Pullout Tests: Conduct pullout test on deck using appropriate fastener prior to roof system installation. Submit pullout results for manufacturer's review to determine specific fastening pattern for this project, minimum uplift requirements shall conform to current ASCE 7 criteria.

1.12 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacture of the products specified, with five (5) years documented experience in the uninterrupted, and unmodified manufacture of the roofing system and component elements of the roofing system specified herein.

B. Applicator: Company specializing in the work of this Section, having a minimum of five (5) years documented experience applying modified bitumen roofing systems, and approved by the Manufacturer for not less than three (3) years to install the specified roof system so as to achieve a twenty (20) year no dollar limit warranty.

1.13 REGULATORY REQUIREMENTS

A. Conform to all applicable local codes for roof assembly fire hazard requirements.

B. Provide certification of inspection confirming approval of design and installation by authority having jurisdiction.

C. Fire Hazard Classifications: UL Class A.

1.14 PRE-INSTALLATION CONFERENCE

A. Convene a preinstallation conference two weeks prior to commencing the Work.

B. Require attendance of parties directly affecting the Work of this Section.

C. Review condition of roof deck and installation, installation procedures and coordination with related work.

1.15 ENVIRONMENT REQUIREMENTS

A. Do not apply roofing during inclement weather.

B. Do not apply roofing membrane to damp or frozen deck or substrate.

1.16 WARRANTY

A. Roofing - Manufacturer: Project shall be installed in such a manner that the roofing material manufacturer will furnish a written Twenty (20) Year NDL.

B. Warranty: The complete roofing system (from top of deck/substrate up) shall be guaranteed for a minimum of twenty (20) years from the date of Substantial Completion for this project. Guarantee responsibilities shall be as follows:

C. Roofing - Contractor: The contractor, jointly with any subcontractors employed by him, shall guarantee the work required and performed under this contract will be free from defects in workmanship and materials, and that the building will be and remain waterproof for a two (2) year warranty period, after the Owner accepts the work as substantially complete. The warranty shall be in approved notarized written form, to obligate the contractor and his subcontractors, if any, to make good the requirements of the warranty.

D. Membrane manufacturer shall provide the written warranty as specified.

E. The entire roofing system (from top of deck/substrate up) shall be guaranteed to be watertight and against any failures of workmanship and materials. Repair of the system, including materials and labor, shall be done at no cost to the Owner.

F. Warranty repairs shall be performed by a certified installer. The repairs shall be performed in accordance with the manufacturer's written instructions and recommended procedures so as to not void the warranty.

G. During the proposal period each Contractor shall make arrangements with the materials manufacturer to provide the required warranty. Refer to SUBMITTALS paragraph in this section for requirements concerning submittals of warranty.

PART 2 - PRODUCTS

2.1 GENERAL

A. Compatibility: Provide materials that are recommended by manufacturers to be fully compatible with indicated substrates, or provide separation materials as required to eliminate contact between incompatible materials.

B. Materials herein specified shall be supplied or approved in writing by the manufacturer issuing the warranty.

C. The white polyester reinforced fleece backed adhered roofing system shall only be applied by manufacturer approved and trained roofing contractors.

D. The manufacturer shall have 15 years UL listing for the membrane to be used on the project. Membrane manufacturer shall have a minimum of 15 years FM approval, and 15 years manufacturing experience with the roofing membrane specified for this project.

E. All roofing and roof accessories shall be installed in compliance with manufacturer's current specifications and details.

F. All materials used on the project shall be asbestos free.

2.2 TPO ROOFING MEMBRANE

A. The white 80 mil thermoplastic polyolefin (TPO) membrane sheet shall be fabric reinforced with a backing of eight-ounce, non-woven polyester fleece, meeting ASTM D 4434.

Property	Test Procedure	Physical Properties
Overall Thickness w/o fleece	ASTM D 751	0.080 in
Coating over scrim	ASTM D 6878, Annex A	0.031 in
Breaking Strength	ASTM D 751, Grab Method	440 lb_f
Elongation at Reinforcement Break	ASTM D 751, Grab Method	25%
Tearing Strength	ASTM D 751	180 lb_f
Brittleness Point	ASTM D 2137	Pass
Ozone Resistance, no cracks	ASTM D 1149	Pass
Properties after Heat Aging	ASTM D 573	
Retention of Breaking Strength	ASTM D 751, Grab Method	>90%
Retention of Elongation at Break	ASTM D 751, Grab Method	>90%
Retention of Tearing Strength	ASTM D 751	>60%
Weight Change		<1%
Linear Dimensional Change	ASTM D 1204, 6 h @ 158°	<1%
Water Absorption	ASTM D 471	<3%
Weather Resistance @7x magnification	ASTM G 155, @7x magnification	>20,160 kJ/m^2
Puncture Resistance	FTM 101C Method 2031	
Dynamic Puncture Resistance MD	ASTM D 5635	Pass
Dynamic Puncture Resistance CD	ASTM D 5635	Pass
Static Puncture Resistance	ASTM D 5602	Pass

2.3 FLASHING MEMBRANE

A. The flashing membrane shall be a polyester reinforced flexible sheet, as supplied by the roof membrane manufacturer.

2.4 NON-REINFORCED MEMBRANE

A. The non-reinforced membrane shall have the following minimum properties, as supplied by the roof membrane manufacturer, or approved equal.
   1. Description: Non-reinforced thermoplastic membrane, thickness approximately 45 mils.
   2. Use: Inside/outside corners, multiangled intersections, sealant pockets and other conditions where molding of the membrane is required.

2.5 BITUMEN

A. Shall be ASTM D 312 Type IV steep asphalt.

Slope	Interply	Top Pour	Backnail	Strap
0 - ½" per 12"	Type IV	Type IV	No	No
½" - 2" per 12"	Type IV	Type IV	Yes	Strap if Possible
2" - 3" per 12"	Type IV	Type IV	Yes	Yes

2.6 CAULKS

A. Sealant for use at coping joints, reglet joints, etc., shall be a one-component urethane non-sag, gun grade sealant designed for use in active exterior joints, and shall meet or exceed Federal Specification No. 1 TT-S-00230C, Type II, Class A, ASTM C 920. Where joint surfaces are contained or are contaminated with bituminous materials, provide manufacturer's modified-type sealant (modified with coal-tar or asphalt as required), or approved equal.

B. To seal the leading edge of the membrane, to bond membrane at terminations with metal, and for open seam repair, sealant shall be a thermosetting, solvent free, non-slump, self-fixturing, multipurpose structural sealant which shall meet the following physical and performance properties,

Properties	
Specific Gravity	1.62 (13.5 lbs./gallon)
Viscosity	800,000 cps Brookfield RTV, TF spindle, 4 rpm 70° F.
Shear Strength (ASTM D-1002)	300 psi+ (7 day ambient cure)
Elongation @ break (ASTM D-412)	300% (7 day ambient cure)
Hardness Shore A (ASTM C-661)	50 – 55 (14 day ambient cure)
Tack free time (ASTM C-679)	35 minutes
Low temperature flex	Minus 20° F: PASS
Slump (sag) (ASTM C-639)	Zero slump
Shrinkage (ASTM D-2453)	No measurable shrinkage (14 cay cure)
Service temperature	-40° F to 200° F

2.7 BASE MEMBRANE

A. Shall be nominal eighty-five (85) mil, smooth surfaced, SBS modified asphalt glass reinforced base sheet coated with flexible, SBS polymer-modified asphalt , meeting ASTM D6163, Type 1, Grade S.

2.8 INSULATION

A. All insulation shall be in compliance with Section 07 22 16 Roof Board Insulation.

B. All insulation shall be supplied by the membrane manufacturer as to thickness, type, and manufacturer. All insulation must be approved for the specific application, Underwriters Laboratory approved

2.9 SUBSTRATE BOARDS

A. All substrate boards shall be in compliance with Section 07 22 16 Roof Board Insulation.

2.10 CANT STRIP

A. Structural: Shall be wood where used for structural purposes meeting NRCA, FM Global and Underwriters Laboratory guidelines.

B. Non-structural: Shall be wood fiber where used for non-structural purposes, conforming to ASTM C208 and C209.

2.11 FASTENERS AND PLATES

A. Fasteners and fastening plates or bars shall be supplied by the membrane manufacturer for the specific application.

B. All substrate boards shall be in compliance with Section 07 22 16 Roof Board Insulation.

2.12 BONDING ADHESIVE FOR FLASHING

A. Description: Adhesive is a bonding cement of synthetic rubber for fully adhering membranes to various substrates, Shall be Supplied by the membrane manufacturer

Typical Liquid Properties (Room Temperature)	
Color	Amber/Yellow
Base Product	Neoprene
Solids	25%
Specific Gravity	.87
Pounds/Gallon	7.25
Viscosity (CPS)	2500
Solvents	Ketone, Toluene, Aliphatic Hydrocarbon, Zylene
Estimated Coverage	
2 Sided Application	55/70 sq. ft. (2/2.5 mils dry)
DOT Label Required	Flammable Liquid
Code - 584661	

B. Handling: Contains ingredients which could be harmful if mishandled. Contact with skin and eyes should be avoided and necessary protective equipment and clothing should be worn.

2.13 ASPHALT ROOF PRIMER

A. Quick-dry asphalt-based primer for priming of asphalt roof surfaces, Shall be Supplied by the membrane manufacturer

Applicable Federal Specification	SS-A-701B
ASTM	D 41
Flash Point	105° F
Viscosity at 80° F (ASTM D 217)	50-60 K.U.
Weight per gallon	7.4 pounds
Drying time (to touch)	Min. 4 hours

2.14 TRIM STRIP

A. The trim strip shall have the following minimum properties, Shall be Supplied by the membrane manufacturer
   1. Six inch (6") wide non-reinforced 45 mil thermoplastic used for capping butted ends of rolls.
   2. The trim strip is seamed with the use of hot-air welding.

2.15 CORNERS

A. Inside and outside corners shall be supplied by the membrane manufacturer and shall be of the same base material as the roof membrane.

2.16 PIPE BANDS

A. Stainless steel bands with self-locking heads.

B. Tighten with hand tool for tension control and flush cut off.

2.17 PRE-MOLDED BOOTS

A. Non-reinforced thermoplastic tapered molds for various pipes, heat welded to field membrane and sealed at top with stainless steel pipe bands and seam sealer.

2.18 PIPE SUPPORTS

A. Pipe support system shall be a prefabricated, engineered support system designed specifically for use on roofing without adhesive, roof penetrations, flashings, or damage to roofing system. Supports shall be as recommended by manufacturer as suitable for size and type of conduit or pipe being supported or approved equal.

B. Refer to Specification Section 07 72 00 Roof Accessories for further information.

2.19 LEAD FLASHING DRAINS

A. Shall be four pound (4#) lead, minimum thirty-six inches by thirty-six inches (36" x 36"), used for flashing of internal drains.

2.20 TERMINATION/PRESSURE BARS

A. Aluminum strip shall be extruded channel bar with a mill finish, width one inch (1"), thickness 0.100" ± .008", leg height one-fourth inch (1/4") top and bottom, leg angle ninety degrees (90°), for perimeter and curb anchorage, having predrilled holes six inches (6") on center, Shall be Supplied by the membrane manufacturer.

2.21 T- JOINT COVERS

A. Supplied by the membrane manufacturer as a secondary covering to all T – Joints in the installation of thermoplastic roof systems consisting of waterproofing coverings equal to or greater than 60 mils in thickness.

2.22 ELASTOMERIC SEALANT

A. Multi-Component Polysulfide Sealant: Except as otherwise indicated, provide manufacturer's standard, non-modified, 2-or-more-part, polyurethane-based, elastomeric sealant; complying with either ASTM C 920, Type M, Class 25, or FS TT-S-00227E, Class A; self-leveling grade/type where used in joints of surfaces subject to traffic, otherwise non-sag grade/type, as manufactured by Sonneborn, or approved equal.

B. Durability: Less than 0.5 square inch adhesion/cohesion loss for three (3) samples of both mortar and aluminum; ASTM C 719 test procedure.

C. Adhesion in Peel: Fifteen pound (15#) peel strength and 10% maximum loss of bond to substrate; ASTM C 794.

D. Bituminous Modification: Where joint surfaces contain or are contaminated with bituminous materials, provide manufacturer's modified type sealant which is compatible with joint surfaces (modified with coal-tar or asphalt as required).

2.23 SELF-ADHERING UNDERLAYMENT FOR TEMPORARY WATERPROOFING

A. A premium heavyweight, minimum 60 mil, high temperature (260 degree) self-adhering underlayment, to use as a temporary waterproofing barrier.

2.24 DELIVERY AND STORAGE

A. All materials shall be delivered with appropriate carton and can labels indicating appropriate warnings, storage conditions, lot numbers, and usage instructions. Materials damaged in shipping or storage shall not be used.

2.25 PRECAUTIONS

A. Some of the indicated materials are extremely flammable and/or toxic. Use precautions indicated on can and carton labels.

2.26 MISCELLANEOUS MATERIALS

A. Other materials shall be as specified, or of the best grade for the proposed use, as recommended by the manufacturer of said product.

2.27 EXPANSION JOINTS

A. Provide field fabricated wood expansion joints where shown on the drawings in size as indicated and acceptable to authorities having jurisdiction.

B. Expansion joint nailers shall extend upward a minimum of eight inches (8") above finish roof height.

C. Existing expansion joints shall be replaced with curbed expansion joints which extend a minimum of eight inches (8") above the finished roof surface. New expansion joint cover shall be fabricated of sheet metal in accordance with NRCA and/or SMACNA details and flashed in accordance with roofing material manufacturer's recommended procedures.

D. Expansion joints at walls and field of the roof shall be curbed as outlined in accordance with NRCA and SMACNA guidelines. The curbs will be flashed as outlined above in Curb Flashings.

E. Provide structural expansion joint in the field of the roof where the roof span exceeds 200’-0” in any direction.

2.28 VERTICAL WALL SHIMMING MATERIAL

A. Shall be one of the following unless otherwise accepted by Owner's representative: OSB, exterior grade plywood, gypsum core board or concrete core board. Proper selection of material is required to achieve FM Global and UL guidelines.

2.29 OVERNIGHT SEAL

A. Hot applied asphalt bitumen shall be provided for the purpose of night sealing the roof system.

PART 3 - EXECUTION

3.1 REFERENCE

A. The manufacturer's Technical Specifications shall be considered a part of this specification and should be referred to for more specific application procedures and recommendations.

B. Application of materials shall be in strict accordance with the manufacturer's recommendations except where more stringent requirements are shown or specified. In the instance of a conflict between these specifications and those of the manufacturer, the more stringent specifications shall take precedence.

C. General Installation:
1. Protect adjacent areas with tarpaulin or other durable materials.
2. Contractor shall prevent overspray, and be responsible for parking lot areas and/or adjoining areas not part of this contract.

3. Contractor shall be responsible for sealing, as required, all openings that may allow bitumen migration or drippage, i.e. pitch dams, envelopes, and filler strips.
4. Prepare surfaces according to manufacturer's or applicator's published instructions. All metal that is to receive bitumen, or come in contact with bitumen or adhesive, shall be first primed with appropriate primer. Any prefinished sheet steel that is to receive bitumen, or come in contact with bitumen or adhesive, shall be scored, scuffed or abraded prior to receiving primer.
5. Use cleaning materials or primers necessary to render an acceptable surface/substrate.
6. All surfaces/substrates shall be clean and dry prior to application of materials.
7. Prior to application of felts and membrane, all foreign matter, gravel, etc., shall be removed from the insulation and/or substrate. Gravel or debris between the insulation/substrate and plies is not acceptable.
8. Bitumen kettle shall have a visible thermometer and thermostatic control or some other means to provide positive monitoring of the bitumen temperature when it is heated in accordance with manufacturer's instructions.
9. Ambient temperature shall be 45° F and rising.
10. The maximum heating temperature of Type IV asphalt shall be 500° F.
11. The temperature of Type IV asphalt shall be approximately 430° F ± at the point of application or as recommended by the membrane manufacturer.
12. Maintain kettle and/or tanker temperature at least 25° F below the actual flash point of the bituminous materials used.
13. Never heat the bituminous materials at high temperatures for prolonged periods of time.
14. Do not allow bituminous materials to stand in luggers for long periods.
15. Circulate bituminous materials.
16. Insulate hot transport lines if required.
17. Wrinkles, buckles, kinks, and fishmouths are not acceptable when laying membrane.
18. Where deteriorated base flashing is removed, primed cant strips shall be installed at the intersection of the deck and the vertical surfaces. All flashings shall be mechanically top-fastened with a termination bar a minimum of six inches (6") on center at the top leading edge, and be a minimum of eight inches (8") in height from finished membrane.
19. Provide a water test of each roof section prior to substantial completion. The test should simulate rainfall of one inch (1") per hour minimum.
20. On slopes greater than one inch (1") in twelve inches (12"), refer to NRCA and/or manufacturer's guidelines for backnailing procedures and follow the more stringent guidelines for all specified materials.
21. Provide water tight tie-in as necessary daily.

3.2 EXAMINATION

A. Verify that surfaces and site conditions are ready to receive the Work of this Section.

B. Verify that deck is secure, that it is clean and smooth, free of depressions, waves, abrupt elevation change, protrusions, or projections and properly sloped to drains.

C. Verify that deck surfaces are dry and free of frost, dew or other moisture.

D. Verify that roof openings, curbs, sleeves and vents through the roof are solidly set and ready to receive this Work.

3.3 SUBSTRATE PREPARATION

E. New Construction: Substrate shall be smooth and free of debris, sharp edges, and other surface irregularities prior to work starting. Substrate repair shall be performed as required to minimum of NRCA standards.

3.5 ASPHALT HEATING

A. Use low burner flames during initial melt-downs. Circulate asphalt after initial melt-down.
1. Maximum asphalt temperature shall be 25°F below the flash point.

B. Avoid prolonged heating of asphalt at high temperatures. Reduce the asphalt temperature to below 500°F if asphalt is not being used for periods of four (4) hours or more.

C. Kettle shall be free of contaminants.

D. Application rates: Bitumen quantities for water stop/tie-offs, flashings, miscellaneous detail applications, and minimum kettle capacity are not included in application rates. To account for these factors, add approximately 25 percent additional bitumen on a total job average basis.

3.6 ROUGH CARPENTRY

A. All rough carpentry shall be in compliance with Section 06 10 53 Miscellaneous Carpentry.

B. Nailers shall be installed according to NRCA, Underwriters Laboratory, and IBC guidelines.

C. Wooden nailers shall be installed at Metal edges, drip edges, expansion joints, and on outside perimeter of building.

D. Metal Edge and drip edge nailers shall be the same height as the new insulation being installed where required.

E. Nailers shall be raised if necessary by anchoring an additional nailer of appropriate height to the existing nailer if the existing nailer is not to be replaced.

F. Expansion joint nailers shall extend upward a minimum of eight inches (8") above finish roof height.

G. Where parapet wall exists, specified vertical wall shimming material shall be installed beginning at roof height up to a minimum of twelve inches (12”) above finished roof surface, or as detailed, to provide substrate for horizontal termination of roof to wall flashing system.

H. Any lumber or shimming required for attachment, or to make material flashing flush or level with offsets and/or transitions, shall be incorporated in these specifications.

3.7 CANTS

A. Provide full 45 degree cant strips (no partials) at all intersections of vertical and horizontal surfaces, such as walls, parapet walls, curbs, expansion joints, etc., and as recommended by membrane manufacturer.

B. Cants shall provide a four (4) inch rise above the roof’s surface.

C. Toe of cant shall be level with the surface to receive new roof membrane and in all cases anchored according to NRCA, Underwriters Laboratory, and IBC guidelines.

D. Cant strips shall be installed at the intersection of the deck and all vertical surfaces.

E. If a wood cant is used where insulation exists, cant shall be toe nailed into treated wood nailer under cant the same height as insulation.

3.8 INSULATION

A. All insulation shall be in compliance with Section 07 22 16 Roof Board Insulation.

B. All insulation shall be approved in writing by the membrane manufacturer as to thickness, type, and manufacturer. All insulation must be approved for the specific application, Underwriters Laboratory approved

3.9 SUBSTRATE BOARDS

A. All substrate boards shall be in compliance with Section 07 22 16 Roof Board Insulation.

3.10 APPLICATION OF PLY SHEET

A. The cover board shall be covered with SBS 80 mil modified base sheet adhered as follows:

All layers shall be solid mopped at the nominal rate of thirty pounds (30#) ± 20 percent per one hundred (100) square feet using asphalt Type IV as required by slope, properly heated. Specified base sheet shall be applied in accordance with the manufacturer's recommendations and in accordance with general practices as set forth by the NRCA Roofing Manual.

3.11 HOT APPLIED FLEECE BACKED MEMBRANE

A. Adhered Application: Adhere membrane to acceptable substrate with hot asphalt applied at the rate specified by the manufacturer.
   1. The roof surface must be clean, dry and free of foreign material.
   2. Position sheets as indicated on approved shop drawings.
   3. Fold one end of the Elvaloy® sheet on top of itself until both ends meet. Apply hot asphalt to the prepared roof surface. The sheet can then be pulled and laid into the bonding material using care not to create any wrinkles.
   4. Carefully push into place from fold line to overlap, avoiding wrinkles and air pockets. Roll membrane flat with a roller that weighs a minimum of 100 lbs.
   5. Repeat procedure for other sheet half. .
   6. Due caution when rolling in sheet goods to not leave foot prints in the embedded sheet good.
   7. Lap seams shall be done by lapping the two inch (2") selvedge edge over the non-selvedge edge of the previous roll. The selvedge edge seam shall be made with the heat gun method.
   8. Roll ends are butted together and capped with a six inch (6") wide trim strip. The trim strip is then seamed with the heat gun.
   9. T-Joint covers are required over all t joints on installations of thermoplastic roofing membranes equal too or greater than 60 mils in thickness. Center T-Joint cover over the t-joint and completely hot air weld the cover to the field membrane.

B. Lap Seaming Procedure: Overlap membrane for attachment method specified and hot-air welded with manufacturer's approved equipment.
   1. All surfaces to be weld shall be clean, dry and free of foreign material.
   2. All seams must then be checked with a needle probe and any voids repaired with the heat gun.
   3. All seams are to be probed daily (NO EXCEPTIONS)

3.12 FLASHING - GENERAL

A. Flash all penetrations, metal edge systems, walls, curbs, expansion joints, drains as shown on details and approved shop drawings.
   1. Use prefabricated flashing accessories or components such as sealant pockets, premolded vent/pipe flashing.
   2. Mechanically fasten flashing at terminations according to approved details.
   3. Fastening membrane flashing through metal counterflashing is not acceptable.

B. Any lumber or shimming required for attachment or to make material flashing flush or level with offsets and/or transitions shall be incorporated in the flashing specifications.

3.13 BASE FLASHING (APPROXIMATELY 8" IN HEIGHT MINIMUM)

A. Base flashings shall be installed using the flashing membrane, with length of run not to exceed twenty linear feet (20').

B. Wooden nailers or curbs shall be installed at all edges and openings in the roof, mechanically fastened to the deck.

C. Cant strips shall be installed at the intersection of the deck and all vertical surfaces.

D. The roofing field membrane shall extend up over and two inches (2") above the top of cant strips at all vertical intersections or out to the roof's edge.

E. All existing substrates receiving flashing membrane shall be clean and primed with primer, prior to application as required.

F. All flashings shall be mechanically fastened with a termination bar a maximum of six inches (6") on center, be a maximum of eight inches (8") above finished roof height, extend a minimum of four inches (4") onto the field of horizontal roof membrane, and not exceed twenty linear feet (20') of run in length.

G. After proper termination of the base flashing at a minimum eight inch (8") height (or maximum eighteen inch (18") height), a saw cut reglet with counterflashing shall be installed according to NRCA and SMACNA guidelines.

H. All vertical flashing lap seams of the flashing membrane shall be hot-air welded.

I. All flashing membrane shall be adhered with flashing bonding adhesive to the vertical substrate and hot-air welded to the field of roof membrane; hot-air weld vertical laps.

J. Flashing laps shall be minimum two inch (2") width, no maximum. Hot-air weld of flashing lap shall be minimum two inch (2") width, no maximum.

K. Hot-Air Welding of Flashing Laps:
1. When using a hand-held hot-air welder, the seams should be pressed together using a hand-held roller. The speed and temperature settings of the welding equipment can be affected by the weather conditions at the site of application, therefore, these parameters should be set by trial and error using two (2) pieces of the flashing membrane. Minimum width of hot-air weld two inches (2"), no maximum.
2. Lay the laps together and apply pressure to the welded seam to ensure full adhesion.
3. Allow the seams to set fully, and probe the entire length for voids. Reseam voids immediately with a hot-air gun and roller.

L. All hot-air welded seams/laps shall be tested daily with a probe for integrity, no variance.

3.14 PERIMETER FASTENING

A. Wood nailers are required for perimeter gravel stops or drip edges. Field membrane and all plies shall be mechanically fastened on the vertical face of nailer, twelve inches (12") on center maximum.

3.15 EDGING FLASHINGS

A. An NRCA-approved gravel stop/fascia system shall be installed in strict accordance with published instructions to meet ES-1.

3.16 PIPING/CONDUIT

A. To support conduit or pipe sized up to Ø8" when height adjustment is needed use Model # SS1000A Adjustable Pipe Support. 17" circular base with 12 ga. framing channel, 18"L, attached to 17" circular base using ½" threaded rods, 12"L, with washers and nuts. Height of channel can be adjusted along the length of the ½" threaded rods. Strut clamps are suggested to hold piping or conduit in place.
1. Manufacturers:
a) Advanced Support Products, Inc.

B. To support water or gas piping up to Ø8" or when a roller support with height adjustment is needed use Model # SS1000RA Pipe Support with Adjustable Roller. 17" circular base with SBR heavy duty rubber roller assembly attached to 17" circular base using ½" threaded rods, 12"L, with washers and nuts. Height of roller assembly can be adjusted along the length of the ½" threaded rods.
1. Manufacturers:
a) Advanced Support Products, Inc.

C. To support multiple pipe runs, piping up to Ø12" when height adjustment or pipe suspension is needed use Model # SS4000P, SS6000P or SS8000P Adjustable Support Bridge. SS4000P Adjustable Support Bridge is made of four (4) 17" circular bases and 12ga. framing channel formed to make one “H” shaped support with crossbar. SS6000P Adjustable support Bridge is made of six (6) 17" circular bases and 12ga. framing channel formed to make two “H” shaped supports with crossbar. SS8000P Adjustable support Bridge is made of eight (8) 17" circular bases and 12ga. framing channel formed to make three “H” shaped supports with crossbar. Crossbar height is adjustable and offered in 18", 24", 36", and 48" lengths. Use Adjustable Support Bridge with strut clamps or roller accessories or use optional hanger supports to suspend water or gas piping at various heights. Optional hanger supports attached to support frame using ½" threaded rods. Hangers offer complete height adjustments along the length of ½" threaded rods.
   1. Manufacturers:
      a) Advanced Support Products, Inc.

D. All gas lines, piping, and conduits shall be coated with industrial grade yellow pain

3.17 DRAIN FLASHINGS

A. Build a sump to the drain and create a smooth transition by installing tapered insulation around the drain. The slope of the drain sump shall not exceed one inch (1") per horizontal foot (8%). The drain sump should be eight foot by eight foot (8' x 8') sump minimum per roof plans.

B. All drains shall receive new lead flashings. Flashings shall be installed in strict accordance with manufacturer's recommendations and with practices as set forth in the NRCA Roofing Manual.

3.18 EXPANSION JOINTS

A. Expansion material shall be formed and centered over the roof to roof structural EJ locations as shown on the drawings.
B. Coordinate the location of the expansion joint framing with Structural, Architectural and Roof drawings.
C. Framing of the expansion shall be in accordance with the details and as field conditions dictate.
D. Expansion material shall be formed and located adjacent to roof to rise wall structural EJ locations as shown on the drawings.
E. Wood Cants shall provide a four inch (4") rise above the roof’s surface and extend a minimum of four inches (4") horizontally.
F. Vertical wood framing shall be attached over horizontal wood blocking as shown and detailed.
G. Taper the top of the expansion join as required at tapered roof areas to maintain a minimum height of 8” above finished roof surface.
H. Provide a field-built wood, structural expansion joint in the field of the roof where the roof span exceeds 200’-0” in any direction.

3.19 MEMBRANE PROTECTION

A. Walk Way Pads: Install manufacturer's walk way pads continuously on each side of each air-handling/mechanical unit on the roof in accordance with the manufacturer's recommended procedures.

B. Where equipment pads, wood sleepers, or walkway slabs are to be installed over the roofing membrane, an additional layer of the roofing membrane shall be installed between the roofing membrane and the pad, sleeper, or slab. Due caution shall be exercised to prevent roofing membrane damage during placement. Where required, membrane shall be welded to field membrane to prevent slippage.

3.20 CLEANING

A. Clean exposed surfaces of excess cement, adhesive, sealants, mortar and paint associated with the new work.

B. Clean work area of excess roofing materials and installation debris daily.

C. Repair or replace defaced or disfigured finishes caused by the work.

3.21 MEMBRANE CLEANING

A. After all membrane has been installed, it shall be cleaned with a cleaning agent compatible with the membrane to return the membrane to like new appearance.

3.22 PROTECTION

A. Protect all building surfaces against damage from roofing work.

B. Where traffic must continue over finished, installed roofing system, protect membrane, underlayment accessories and finishes from damage.

3.23 OVERNIGHT SEAL

A. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.

B. Installation shall be performed according to accepted roofing practice as outlined in the NRCA Roofing Manual.

3.24 FIELD QUALITY CONTROL

A. Owner reserves the right to have finished Work inspected using infrared thermography or other appropriate, non-destructive means to establish satisfactory conditions of completed Work.

B. Correct identified defects or irregularities. Cut out and repair membrane defects before end of each day.

3.25 MANUFACTURER'S FIELD SERVICES

A. Provide manufacturer's field services as required to qualify for specified warranty.

B. Roofing materials manufacturer's representative shall visit the site and observe the progress of the Work at a rate of not less than one time per week.

1. Site visits shall be followed up by a written report of findings which is to be transmitted to the Owner's Representative within five (5) days of the site visit.

3.26 PROTECTION OF FINISHED WORK

A. Protect finished Work under provision of application Section.

B. Where traffic must continue over finished roof installation, protect surfaces with minimum one-half inch (1/2") wood fiberboard insulation, under five-eighth inch (5/8") thick plywood protective walkways ballasted in place with sandbags or the like.

C. At all parapet and metal coping cap conditions, provide additional layer of self-adhered underlayment for temporary protection over all parapet and coping caps conditions once roofing has been completed and prior to installation of wood nailers and metal coping cap. Self-adhered underlayment is to cover cavity conditions from roof side of parapet framing to outside of exterior finish to protect cavity from moisture prior to completing parapet cap framing.

END OF SECTION

PACKET 11.248 May 10, 2022

SECTION 07 62 00
SHEET METAL AND MISCELLANEOUS ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
1. Sheet metal flashing and fabrications.

1.2 DEFINITIONS

ACM	Asbestos Containing Materials
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
EPS	Expanded Polystyrene
EVT	Equiviscous Temperatures
FM	Factory Mutual
IBC	International Building Code
KEE	Ketone Ethylene Ester
NDL	No Dollar Limit
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration
SBS	Styrene-Butadiene-Styrene
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPRI	Single Ply Roofing Industry
UL	Underwriters Laboratories, Inc.

1.3 REFERENCES (INCLUDING LATEST REVISIONS)

A. Comply with governing local, state, and federal regulations, safety standards, and codes.

B. Testing Laboratory Services: Test results shall meet or exceed established standards.

C. Underwriters Laboratories, Inc. (Roofing Covering): Class A fire hazard classification.

D. American Society for Testing and Materials (ASTM)

E. The National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) - Architectural Sheet Metal Manual

G. American Society of Civil Engineers – ASCE 7

1.4 INSTALLER QUALIFICATIONS

A. Roofing installer must be:
1. Currently prequalified with the Owner in accordance with Owner's prequalification requirements.
2. Currently in good standing with the manufacturer.
3. Installer must be an experienced single firm specializing in the type of roofing repair and/or removal and replacement work required, employing only experienced workers for the class of work in which they are employed, having at least five (5) years successful experience on projects similar in size and scope and acceptable as applicators by the Project Manager/Architect.
4. Contractor must have successfully completed previous projects warranted by the manufacturer.

B. It shall remain each Bidder's responsibility to determine his current status with the manufacturer's certification plan.

1.5 MANUFACTURER QUALIFICATIONS

A. A qualified manufacturer is one that is UL listed and has FM approvals for a membrane roofing system similar to that used for this project for a minimum of fifteen (15) years.

1.6 SUBMITTALS

A. Product Data:
1. Submit shop drawings, product data and mockups of all sheet metal.

1.7 QUALITY ASSURANCE

A. Comply with governing local, state, and federal regulations, safety standards, and codes. Provide products of acceptable manufacturers in satisfactory use in similar service for five (5) years. Use experienced installers. Deliver, handle and store materials in accordance with manufacturer's instructions.

B. Reference Standards: Applicable portions of ASCE, SMACNA, ASTM, and NAAMM publications.

1.8 PRE-INSTALLATION CONFERENCE

A. Convene a preinstallation conference two weeks prior to commencing the Work.

B. Require attendance of parties directly affecting the Work of this Section.

C. Review condition of roof deck and installation, installation procedures and coordination with related work.

1.9 WARRANTIES

A. Manufacturer's Product Warranty: Submit manufacturer's standard limited product /OR/ ten (10) year labor and material warranty signed by the manufacturer's authorized official, guaranteeing to correct failures in product which may occur during the warranty period, without reducing or otherwise limiting any other rights to correction which the Owner/Project Consultant may have under the contract documents. Failure is defined to include product failure which leads to interruption of a watertight installation. Correction may include repair or replacement of failed product.

B. Contractor's Warranty Period: For roofing flashing and sheet metal, provide a written warranty which shall warrant work to be free of leaks and defects in materials and workmanship for two (2) years, starting from date of substantial completion.

C. Defects of the sheet metal occurring during the warranty period shall be promptly corrected by the contractor, and defects of the roofing shall be promptly corrected by the manufacturer at no additional cost to the Owner. Upon notification from the Owner or the Owner's representative that evidence of a defect exists, the responsible party shall immediately inform the Owner's representative of the date on which corrective work will be scheduled, and shall notify the Owner's representative when the corrective work has been completed.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIAL

A. Stainless Steel for use as pitch pans: Minimum 24-gauge, commercial quality, ASTM A 653/A 653M.

B. Hot-dipped Galvanized Steel for use as continuous clips: Minimum 22-gauge, G-90, hot-dipped galvanized metal, commercial quality, ASTM A 653/A 653M.

C. Prefinished Galvanized Sheet Steel: Shall be 24-gauge flat stock, prefinished with Kynar finish meeting ASTM A 446, forty-five and one-half inches to forty-eight inches width by one hundred twenty inches in length (45-1/2" - 48" x 120") for use as new metal edge gravel guard, cover plates, downspouts, gutters, coping and miscellaneous metal.

D. Stainless Steel: QQ-S-766, Class 304 or 316; or ASTM A 167, Type 304 or 316; form and condition most suitable for the purpose.

E. Prefinished Aluminum: Shall be that most suitable for the purpose.

F. All existing sheet metal shall be replaced with new metal of like gauge and type, or as specified on drawings.

G. All prefinished metal color shall be as selected by Owner/Architect from manufacturer's full range of colors, including metallics.

H. TPO cladded metals shall be G-90 galvanized steel with 25 mil TPO lamination, width shall be four feet (4’), length shall be eight feet (8’) or ten feet (10’).

2.2 FASTENERS

A. Fasteners shall be same metal as flashing/sheet metal, or other non-corrosive metal as recommended by sheet manufacturer for the specific application. Match finish of exposed heads with material being fastened.

B. Fasteners and fastening plates or bars shall be listed in the FM Global Approval Guide.

C. Fastener for Brick: Shall be one-fourth inch by two inches (1/4" x 2"), zinc with plated steel or stainless steel nail, one piece unit, flat head.

D. Screws: Self-taping sheet metal type with neoprene washer, as appropriate.

E. Pop Rivets: Full stainless-steel Series 42 or 44, as appropriate.

F. Continuous Clip: Concealed hold-down clip type; of same materials as coping, gravel guard, sized to suit application. Use a continuous clip, minimum 22-gauge G-90 galvanized.

2.3 RELATED MATERIAL

A. Plastic Cement: FS SS-C-153, cutback asphalt type.

B. Solder: QQ-S-571 composition best suited for purpose; use high tin content, minimum 60/40, for stainless steel and monel alloy.

C. Sealant (for Sheet Metal): One-component polyurethane, conforming to requirements of FS TT-S-230C, non-staining and non-bleeding.

D. Miscellaneous Materials:
1. Splash Blocks: Concrete, 3000 psi, 28 days. Provide and install with protection pads at all downspouts. Dimensions shall be a minimum eighteen inches wide by thirty-six inches long (18" x 36").
2. Metal Accessories: Provide and install sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size, and gauge required for performance.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, substrates are smooth and clean and nailing strips located.

B. Verify membrane termination and base flashings are in place, sealed and secure, prior to metal installation.

C. Beginning of installation means acceptance of conditions.

D. Compatibility: Provide materials that are recommended by manufacturers to be fully compatible with indicated substrates or provide separation materials as required to eliminate contact between incompatible materials.

3.2 PREPARATION

A. Field measure site conditions prior to fabricating work. Provide all shop drawings and mock-ups one month prior to installation to the Owner/Project Consultant for approval.

B. Install starter and edge strips and cleats before starting installation.

3.3 FABRICATION - GENERAL

A. Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer's instructions and recommendations. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.

B. Fabricate gravel stops/fascia, gutters/downspouts, counterflashings, expansion joints, and copings with new galvanized sheet metal as specified. Fabricate gravel guard and fascia to size and dimensions as indicated on the drawings. Fabricate light metal coping, gutters and downspouts as indicated.

C. Form sheet metal on bending brake.

D. Form materials with straight lines, sharp angles and smooth curves.

E. Fold back edges on concealed side of exposed edge to form hem (1/4" minimum).

F. Weld or solder joints on parts that are to be permanently and rigidly assembled.

G. Limit single-piece lengths to ten feet (10').

H. Fabricate corner pieces with eighteen inch (18") extensions, mitered and sealed by forming as one piece.

I. Where installing flashing directly to masonry or dissimilar materials, backpaint with bituminous paint.

J. Install new metal rooftop projections. New rooftop projection details shall be as recommended in NRCA or SMACNA handbooks. All rooftop projections shall be cleaned, all joints sealed, and painted with a rust inhibitive paint.

K. All sheet metal shall be sealed and watertight.

L. Metal work should be secured so as to prevent damage from buckling or wind. Where clips are shown, fabricate as detailed.

M. All metal to receive bitumen or adhesive shall be first primed with asphalt primer.

N. All prefinished metal shall be sanded and/or abraded prior to receiving primer.

O. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

P. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

3.4 INSTALLATION

A. General: All sheet metal termination to vertical wall shall have a through-wall with receiver installed on masonry walls or prefabricated "Z" bar flashing pre-installed to fluid applied wall finished prior to installation of sheet metal termination. This applies to edge metal, base flashing closures and all vertical surface intersections. Refer to NRCA, SMACNA, and metal manufacturer's guidelines.

B. Gravel Guard/Fascia:
1. Shall be installed with expansion joints, ten feet (10') on center, one-fourth inch (1/4") expansion leeway, with a cover plate.
2. Form sections identical to profiles as shown or approved similar, to match existing building.
3. Fabricate corner pieces with minimum eighteen inch (18"), maximum forty-eight inch (48") extensions, formed and sealed with rivets and sealant, as one piece.
4. Hem exposed edges one-half inch (1/2") minimum.
5. Backpaint flashing in contact with masonry or dissimilar materials with bituminous paint. Surface sand before applying primers.
6. Integrate flashing in a manner consistent with detailing.
7. Provide and install continuous clip, minimum 22 gauge.
8. Apply sealant at horizontal juncture of gravel guard metal to exterior vertical wall.
9. Shall be fabricated in accordance with published details.
10. Install bead of sealant at metal edge juncture at exterior wall surface.

C. Coping:
1. Install new pre-manufactured metal coping for a permanent watertight installation.
2. All coping shall be pre-manufactured to include low profile standing metal seam per local code.
3. Shall be minimum 24-gauge prefinished Kynar installed in ten foot (10') sections maximum.
4. Vertical fascia shall extend minimum two and one-half inches (2-1/2") or be minimum one and one-half inches (1-1/2") below bottom of nailer, whichever is greater.
5. Fabricate corner pieces with minimum eighteen inch (18"), maximum forty-eight inch (48") extensions, formed and sealed with rivets and sealant, as one piece.
6. Hem exposed edges one-fourth inch (1/4") minimum.
7. Provide and install continuous clip, minimum 22-gauge.
8. Shall be fabricated in accordance with published details.

D. Scupper, Collector Head and Downspout:
1. Fabrication:

a) Fabricate scupper, collector head and downspout of profile and size indicated, taking care that the roof drain leader fits properly into the back of the collector head. Seal the pipe to the collector head for water tightness.
b) Field measure site conditions prior to fabricating work.
c) Fabricate with required connection pieces.
d) Fabricate section square, true, and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance.
e) Hem exposed edges of metal.
f) Form and seal all metal joints; provide for expansion joints per SMACNA.

2. Installation:
a) Install collector head, downspout, and accessories.
b) Join lengths with seams pop riveted and sealed watertight. Flash and seal collector head to downspouts and accessories.
c) Seal all metal joints watertight for full metal surface contact.
d) Collector Head: SMACNA style profile; submit detail for approval.
e) Downspouts: Rectangular profile. Seal all joints, six inches by six inches (6" x 6") minimum or as shown on published details.
f) Support Brackets, Joint Fasteners: Profiled to suit gutters and downspouts.
g) Anchorage Devices: SMACNA requirements. Type recommended by fabricator.
h) Collector Head Supports – Kynar.
i) Downspout Support Straps – Kynar.

E. Expansion Joint Field and at Wall:
1. Shall be as outlined by details and be in full compliance with these specifications.
2. Lock seams and end joints.
3. Fabricate corner pieces with minimum eighteen-inch (18"), maximum forty-eight-inch (48") extensions, formed and sealed with rivets and sealant, as one piece.
4. Hem exposed edges one-fourth inch (1/4") minimum.
5. Back paint flashing in contact with masonry or dissimilar materials with bituminous paint. Surface sand before applying primers.
6. Integrate flashing in a manner consistent with detailing.
7. Provide and install continuous clip, minimum 22-gauge or one gauge thicker than flashing.
8. Shall be fabricated in accordance with published details.

F. Counterflashing:
1. Provide and install new two-piece sheet metal counterflashing as required for a permanent watertight installation.
2. Saw cut brick mortar joint to receive friction fit reglet and removable counterflashing as detailed in SMACNA 7th Edition Figure 4-4D.

3.5 FINISH

A. Backpaint concealed metal surfaces with bituminous paint where expected to be in contact with cementitious materials or dissimilar metals. Exposed surfaces to be provided with a factory applied fluorocarbon Kynar finish meeting ASTM A 446 and AAMA specification 605.2 for high performance coating.

END OF SECTION

SECTION 07 72 00
ROOF ACCESSORIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Equipment supports

1.3 SUBMITTALS

A. Shop Drawings: Provide manufacturer's approved details of all pertinent conditions, projection conditions, and any additional special job conditions which require details other than indicated in the drawings.

B. Refer to Specification Section 01 33 00 for Submittal requirements
Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

C. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
1. Size and location of roof accessories specified in this Section.
2. Method of attaching roof accessories to roof or building structure.
3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.

1.4 QUALITY ASSURANCE

A. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.

B. Factory Technical Representative: Roofing Contractor is to arrange and schedule the manufacturer’s technical representative to be on site the first day of the installation of manufacturer’s roofing system. The manufacturer's technical representative shall inspect the work of the contractor at least one time each week during the installation of the roofing system. The manufacturer's technical representative shall perform with the owner's representative and the roofing contractor a final inspection of the roofing system. At the completion of the final inspection, provide to the roofing contractor a list of punch list items (if any) to be correct before technical acceptance of the roofing project and prior to issuance of manufacturer's Twenty (20) Year Full System Warranty. Field reports shall be provided after each inspection within five (5) days of site visit.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Pack, handle, and ship roof accessories properly labeled in heavy-duty packaging to prevent damage.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify required openings for each type of roof accessory by field measurements before fabrication and indicate measurements on Shop Drawings.

1.7 COORDINATION

A. Coordinate layout and installation of roof accessories with roofing membrane interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
   1. With Architect's approval, adjust location of roof accessories that would interrupt roof drainage routes.

1.8 WARRANTY

A. The product manufacturer shall provide a one-year full system material warranty necessary to cover replacement of all components of the system against defects in manufacturing. The warranty will not include Acts of God, vandalism, neglect, metal finish or improper spacing of equipment, which would be a result of improper application.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers listed in other Part 2 articles.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers listed in other Part 2 articles.

2.2 METAL MATERIALS

A. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated.

B. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, AZ50 (AZM150) coated.

C. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by hot-dip process and prepainted by coil-coating process to comply with ASTM A 755/A 755M.
   1. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated.
   2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 (Class AZM150) coated.
   3. Exposed Finishes: High-Performance Organic Finish (2-Coat Fluoropolymer): Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.

a) Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements in **AAMA 2604**, except as modified below:
   (1) Humidity Resistance: 1000 hours.
   (2) Salt-Spray Resistance: 1000 hours.

2.3 MISCELLANEOUS MATERIALS

A. Acrylic Glazing: ASTM D 4802, thermoformable, monolithic sheet, category as standard with manufacturer, Type UVA (formulated with UV absorber), Finish 1 (smooth or polished).

B. Polycarbonate Glazing: Thermoformable, monolithic polycarbonate sheets manufactured by extrusion process, burglar-resistance rated per UL 972 with an average impact strength of 12 to 16 ft-lbf/in. of width when tested according to ASTM D 256, Method A (Izod).

C. Cellulosic-FiberBoard Insulation: ASTM C 208, Type II, Grade 1, one inch (1") thick.

D. Glass-FiberBoard Insulation: ASTM C 726, one inch (1") thick.

E. Polyisocyanurate Board Insulation: ASTM C 1289, one inch (1") thick.

F. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, complying with AWPA C2; not less than one and one-half inches (1-1/2") thick.

G. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

H. Polyethylene Sheet: 6-mil thick, polyethylene sheet complying with ASTM D 4397.

I. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
   1. Slip Sheet: Rosin-sized paper, minimum 3 pounds per 100 square feet.

J. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by roof accessory manufacturer. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.

K. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.

L. Elastomeric Sealant: ASTM C 920, polyurethane sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

M. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, and heavy bodied for hooked-type expansion joints with limited movement.

N. Roofing Cement: ASTM D 4586, nonasbestos, fibrated asphalt cement designed for trowel application or other adhesive compatible with roofing system.

2.4 ROOF PIPE SUPPORTS

A. To support conduit or pipe sized up to Ø8" when height adjustment is needed use Model # SS1000A Adjustable Pipe Support. 17" circular base with 12 ga. framing channel, 18"L, attached to 17" circular base using 1/2" threaded rods, 12"L, with washers and nuts. Height of channel can be adjusted along the length of the 1/2" threaded rods. Strut clamps are suggested to hold piping or conduit in place.
   1. Manufacturers:
      a) Advanced Support Products, Inc.

B. To support water or gas piping up to Ø8" or when a roller support with height adjustment is needed use Model # SS1000RA Pipe Support with Adjustable Roller. 17" circular base with SBR heavy duty rubber roller assembly attached to 17" circular base using 1/2" threaded rods, 12"L, with washers and nuts. Height of roller assembly can be adjusted along the length of the 1/2" threaded rods.
   1. Manufacturers:
      a) Advanced Support Products, Inc.

C. To support multiple pipe runs, piping up to Ø12" when height adjustment or pipe suspension is needed use Model # SS4000P, SS6000P or SS8000P Adjustable Support Bridge. SS4000P Adjustable Support Bridge is made of four (4) 17" circular bases and 12ga. framing channel formed to make one “H” shaped support with crossbar. SS6000P Adjustable Support Bridge is made of six (6) 17" circular bases and 12ga. framing channel formed to make two “H” shaped supports with crossbar. SS8000P Adjustable Support Bridge is made of eight (8) 17" circular bases and 12ga. framing channel formed to make three “H” shaped supports with crossbar. Crossbar height is adjustable and offered in 18", 24", 36", and 48" lengths. Use Adjustable Support Bridge with strut clamps or roller accessories or use optional hanger supports to suspend water or gas piping at various heights. Optional hanger supports attached to support frame using 1/2" threaded rods. Hangers offer complete height adjustments along the length of 1/2" threaded rods.
   1. Manufacturers:
      a) Advanced Support Products, Inc.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of work.
   1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored and is ready to receive roof accessories.
   2. Verify dimensions of roof openings for roof accessories.
   3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install roof accessories according to manufacturer's written instructions. Anchor roof accessories securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing roof accessory installation. Install roof accessories to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.

B. Install roof accessories to fit substrates and to result in watertight performance.

C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
   1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
   2. Underlayment: Where installing exposed-to-view components of roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene underlayment.
   3. Bed flanges in thick coat of asphalt roofing cement where required by roof accessory manufacturers for waterproof performance.

D. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.

3.3 PIPE AND EQUIPMENT SUPPORT INSTALLATION:

1. Install support systems in accordance with manufacturer’s instructions and approved shop drawings.
2. Accurately locate and align pre-fabricated pipe supports in locations specified as per approved shop drawings or as required herein and by site conditions to limit pipe and/or conduit deflection to L/240, not to exceed 10' (3m) on center. No Isolation pads are required under the 17" circular bases.
3. Should the roofing manufacturer require a separation sheet between the roof and the support system, place a separation sheet or protective pad conforming to the existing roof manufacturer’s system under 17" circular bases. Do not adhere to the roof system or 17" circular bases.
4. If required, insert frame structures into 17" circular bases as indicated by manufacturer’s instructions.
5. Adjust height of each strut or channel and hanger or roller to its required height and tighten with nut, but do not over-tighten. Check each support for equal weight disbursement. Correct if necessary.
6. Remove any unused materials and packaging from job site. All gas lines, piping, and conduit must be supported on specified stands or hangars.
7. Supports shall be attached to pipes with oversized strapping.
8. Designated pipe/equipment supports shall be removed and replaced with new.
9. Verify that roof surface is smooth and clean to extent needed to receive materials. Surface shall be cleaned by removing any loose gravel and any foreign matter.
10. Install support systems in accordance with manufacturer's instructions and approved shop drawings. Accurately locate and align pre-fabricated pipe supports in locations specified as per approved shop drawings. Pipe supports shall be placed not to exceed ten feet (10') on center and within two feet (2") of all elevation changes, intersections, and corners.

11. Supports shall be set on a double layer of membrane, adhered to the roof surface using specified silyl-terminated polyester sealant, unless noted otherwise by support manufacturer.
12. Provide bond breaker between dissimilar metals.

3.4 TOUCH UP

A. Touch up factory-primed surfaces with compatible primer ready for field painting in accordance with Division 9 painting Sections.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

3.5 CLEANING

A. Clean exposed surfaces according to manufacturer's written instructions.

END OF SECTION

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Urethane joint sealants.
   2. Mildew-resistant joint sealants.
   3. Butyl joint sealants.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 13 73 "Concrete Paving Joint Sealants" for sealing joints in paved roads, parking lots, walkways, and curbing.

1.2 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.
   3. Joint-sealant formulation.
   4. Joint-sealant color.

1.3 INFORMATIONAL SUBMITTALS

A. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

B. Field-Adhesion-Test Reports: For each sealant application tested.

C. Sample Warranties: For special warranties.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.5 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
   1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
   2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with glazing and gasket materials.

3. Stain Testing: Use ASTM C 1248 to determine stain potential of sealant when in contact with masonry substrates.
4. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
5. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
6. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
7. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each kind of sealant and joint substrate.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
   a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
      1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:
   1. Architectural sealants shall have a VOC content of [250] <Insert value> g/L or less.
C. Colors of Exposed Joint Sealants: . Match Existing. Unless noted otherwise, do not paint sealants to achieve color.

2.2 URETHANE JOINT SEALANTS

A. Urethane, M, NS, 50, NT: Multicomponent, non-sag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Pecora Corporation; Dynatrol II.
B. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 50, Uses T and NT.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. LymTal International, Inc.; Iso-Flex 888QC.

2.3 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, non-sag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
   1. Products: Subject to compliance with requirements, provide one of the following:
      a. Dow Corning Corporation; 786-M White.
      b. GE Construction Sealants; Momentive Performance Materials Inc.; SCS1700 Sanitary.
      c. Sika Corporation U.S.; Sikasil-GP.
      d. Soudal USA; RTV GP.
      e. Tremco Incorporated; Tremsil 200.

2.4 BUTYL JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Bostik, Inc.; Chem-Calk 300.
      b. Pecora Corporation; BC-158.

2.5 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
   1. Products: Subject to compliance with requirements, provide one of the following:
      a. BASF Construction Chemicals - Building Systems; Sonolac.
      b. Pecora Corporation; AC-20.
      c. Sherwin-Williams Company (The); 850A, 950A, or PowerHouse.
      d. Sika Corporation U.S.; Sikacryl-20 FC.
      e. Tremco Incorporated; Tremflex 834.

2.6 JOINT-SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, any of the following types; as approved in writing by joint-sealant manufacturer for joint application indicated. Size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
   1. Type O (open-cell material).

2.7 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
      a. Concrete.
      b. Masonry.
      c. Unglazed surfaces of ceramic tile.
      d. Exterior insulation and finish systems.
   3. Remove laitance and form-release agents from concrete.
   4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
      a. Metal.
      b. Glass.
      c. Porcelain enamel.
      d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealant from surfaces adjacent to joints.
   2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces[JS01].
   1. Joint Locations:
      a. Isolation and contraction joints in cast-in-place concrete slabs.
      b. Joints in stone paving units, including steps.
   2. Joint Sealant:
      a. Urethane, M, P, 50, T, NT.
   3. Joint-Sealant Color: Match existing.

B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces[JS05].
   1. Joint Locations:
      a. Vertical joints on exposed surfaces of unit masonry walls.
      b. <Perimeter of metal frames in exterior walls.>.
   2. Joint Sealant:
      a. Urethane, M, NS, 50, NT.

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement[JS06].
   1. Joint Locations:
      a. Control joints on exposed interior surfaces of exterior walls.

b. Perimeter joints between interior wall surfaces and frames of interior doors,windows, and elevator entrances.

D. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces[JS07].
1. Joint Locations:
a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints where indicated.
c. <Plastic Laminates>.
d. Other areas subject to moisture and mildew.
2. Joint Sealant:
a. Silicone, mildew resistant, acid curing, S, NS, 25, NT.
3. Joint-Sealant Color: Match existing.

E. Joint-Sealant Application: Concealed mastics[JS08].
1. Joint Locations:
a. Thresholds.
2. Joint Sealant: Butyl-rubber based.
3. Joint-Sealant Color: Match existing.

END OF SECTION

SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Standard and custom hollow metal doors and frames.
2. Steel sidelight borrowed lite and transom frames.
3. Louvers installed in hollow metal doors.
4. Light frames and glazing installed in hollow metal doors.

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 04 22 00 " Concrete Unit Masonry" for embedding anchors for hollow metal work into masonry construction.
3. Section 08 14 13 “Flush Wood Doors.”
4. Section 08 71 00 "Door Hardware.”
5. Section 08 80 00 "Glazing" for glass view panels in hollow metal doors.
6. Sections 09 91 13 "Exterior Painting" and 09 91 23"Interior Painting" for field painting hollow metal doors and frames.

C. Codes and References: Comply with the version year adopted by the Authority having jurisdiction.
1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
8. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
9. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
10. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.
11. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
12. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
13. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.
14. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
15. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
16. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.
C. Shop Drawings: Include the following:
    1. Elevations of each door design.
    2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
    3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
    4. Locations of reinforcement and preparations for hardware.
    5. Details of anchorages, joints, field splices, and connections.
    6. Details of accessories.
    7. Details of moldings, removable stops, and glazing.
    8. Details of conduit and preparations for power, signal, and control systems.
D. Samples for Verification:
    1. Samples are only required by request of the Architect and for manufacturers that are not current members of the Steel Door Institute.

1.3 QUALITY ASSURANCE

A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
B. Quality Standard: In addition to requirements specified, furnish SDI-Certified manufacturer products that comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40-inch above sill) or UL 10C.
    1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.
    2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 degrees Fahrenheit above ambient after 30 minutes of standard fire-test exposure.
    3. Smoke Control Door Assemblies: Comply with NFPA 105.
        a. Smoke "S" Label: Doors to bear “S” label and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.
D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.

E. Energy Efficient Exterior Openings: Comply with minimum thermal ratings, based on ASTM C1363. Openings to be fabricated and tested as fully operable, thermal insulating door and frame assemblies.
   1. Thermal Performance (Exterior Openings): Independent testing laboratory certification for exterior door assemblies being tested in accordance with ASTM C1363 and meet or exceed the following requirements:
      a. Door Assembly Operable U-Factor and R-Value Ratings: U-Factor 0.37, R-Value 2.7, including insulated door, thermal-break frame and threshold.
   2. Air Infiltration (Exterior Openings): Independent testing laboratory certification for exterior door assemblies being tested in accordance with ASTM E283 to meet or exceed the following requirements:
      a. Rate of leakage of the door assembly shall not exceed 0.25 cfm per square foot of static differential air pressure of 1.567 psf (equivalent to 25 mph wind velocity).

F. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 with attendance by representatives of supplier, installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames and to verify installation of electrical knockout boxes and conduit at frames with electrified or access control hardware.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.

B. Deliver welded frames with 2 removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow metal work under cover at Project site. Place in stacks of 5 units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.
   1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.6 COORDINATION

A. Coordinate installation of anchorages for hollow metal frames. Furnish setting Drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

B. Building Information Modeling (BIM) Support: Utilize designated BIM software tools and obtain training needed to successfully participate in the Project BIM processes. All technical disciplines are responsible for the product data integration and data reliability of their Work into the coordinated BIM applications.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide steel doors and frames from a SDI Certified manufacturer:
   1. CECO Door Products (C).
   2. Curries Company (CU).

2.2 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 HOLLOW METAL DOORS

A. General: Provide 1-3/4-inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8 and ANSI/NAAMM HMMA 867.
B. Exterior Doors (Energy Efficient): Face sheets fabricated of commercial quality hot-dipped zinc coated steel that complies with ASTM A924 A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model, ANSI/SDI A250.4 for physical performance level, and HMMA 867 for door construction.
   1. Design: Flush panel.
   2. Core Construction: Foamed in place polyurethane and steel stiffened laminated core with no stiffener face welds, in compliance with HMMA 867 “Laminated Core”.
      a. Provide 22 gauge steel stiffeners at 6 inches on-center internally welded at 5-inch on-center to integral core assembly, foamed in place polyurethane core chemically bonded to all interior surfaces. No stiffener face welding is permitted.
      b. Thermal properties to rate at a fully operable minimum U-Factor 0.37 and R-Value 2.7, including insulated door, thermal-break frame and threshold.
      c. Kerf Type Frames: Thermal properties to rate at a fully operable minimum U-Factor 0.38 and R-Value 2.6, including insulated door, kerf type frame, and threshold.
   3. Level/Model: Level 3 and Physical Performance Level A (Extra Heavy Duty), Minimum 16 gauge (0.053-inch) thick steel, Model 2.
   4. Vertical Edges: Vertical edges to be mechanically interlocked with hairline seam. Beveled Lock Edge, 1/8-inch in 2 inches.

5. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
6. Hinge Reinforcement: Minimum 7 gauge (3/16-inch) plate 1-1/4-inch x 9-inch.
7. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

C. Exterior Doors: Face sheets fabricated of commercial quality hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
1. Design: Flush panel.
2. Level/Model: Level 3 and Physical Performance Level A (Extra Heavy Duty), Minimum 16 gauge (0.053-inch) thick steel, Model 2.
3. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
4. Hinge Reinforcement: Minimum 7 gauge (3/16-inch) plate 1-1/4-inch x 9-inch or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.
5. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

D. Interior Doors (Energy Efficient): Face sheets fabricated of commercial quality cold rolled steel that complies with ASTM A366 or 620. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
1. Design: Flush panel.
2. Core Construction: Steel stiffened laminated core with fiberglass filler with no stiffener face welds, in compliance with HMMA 867 “Laminated Core.”
   a. Provide 22 gauge steel-stiffeners at 6 inches on-center internally welded at 5-inch on-center to integral core assembly, no stiffener face welding is permitted.
   b. Acoustical sound transmission rating shall be no less than STC 38 complying with ASTM E 90 and must be visible on factory applied labels.
3. Level/Model: Level 2 and Physical Performance Level A (Heavy Duty), Minimum 18 gauge (0.042 inch) thick steel, Model 2.
4. Vertical Edges: Vertical edges–to be mechanically interlocked with hairline seam. Beveled Lock Edge, 1/8-inch in 2 inches.
5. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
6. Hinge Reinforcement: Minimum 7 gauge (3/16-inch) plate 1-1/4-inch x 9-inch.
7. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

E. Interior Doors: Face sheets fabricated of commercial quality cold rolled steel that complies with ASTM A 1008/A 1008M. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
   1. Design: Flush panel.
      a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
   2. Level/Model: Level 2 and Physical Performance Level B (Heavy Duty), Minimum 18 gauge (0.042-inch) thick steel, Model 2.
   3. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet.
   4. Hinge Reinforcement: Minimum 7 gauge (3/16-inch) plate 1-1/4-inch x 9-inch or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.
   5. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

F. Manufacturers Basis of Design:
   1. CECO Door Products (C) Honeycomb Core - Regent Series.
   2. Curries Company (CU) - Polystyrene Core - 707 Series.
   3. Curries Company (CU) - Energy Efficient - 777 Trio-E Series.

2.4 HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B. Exterior Frames: Fabricated of hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.
   1. Fabricate frames with mitered or coped corners. Profile as indicated on Drawings.
   2. Manufacturers Basis of Design:
      a. CECO Door Products (C) – SU SR Series.
      b. Curries Company (CU) – M CM Series.

C. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.
   1. Fabricate frames with mitered or coped corners. Profile as indicated on Drawings.
   2. Manufacturers Basis of Design:
      a. CECO Door Products (C) - BU DU Series.
      b. CECO Door Products (C) - SU Series.
      c. Curries Company (CU) - M Series.

D. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.

E. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.5 FRAME ANCHORS

A. Jamb Anchors:
   1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042-inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177-inch thick.
   2. Stud Wall Type: Designed to engage stud and not less than 0.042-inch thick.
   3. Compression Type for Drywall Slip-on (Knock-Down) Frames: Adjustable compression anchors.

B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042-inches thick.

C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 LOUVERS

A. Metal Louvers: Unless otherwise indicated provide louvers to meet the following requirements.
   1. Blade Type: Vision proof inverted V or inverted Y.
   2. Metal and Finish: Galvanized steel, 0.040-inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.

B. Louvers for Fire Rated Doors: Metal louvers with fusible link and closing device, listed, and labeled for use in doors with fire protection rating of 1-1/2 hours and less.
   1. Manufacturers: Subject to compliance with requirements, provide louvers to meet rating indicated.
   2. Metal and Finish: Galvanized steel, 0.040-inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.

2.7 LIGHT OPENINGS AND GLAZING

A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator’s shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.

B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.

C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8-inch high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.

D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

2.8 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.9 FABRICATION

A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.
B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.
C. Hollow Metal Doors:
    1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.
    2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.
    3. Astragals: Provide overlapping astragals as noted in door hardware sets in Section 08 71 00 "Door Hardware" on 1 leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4-inch beyond edge of door on which astragal is mounted.
    4. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge strap for continuous hinges specified in hardware sets in Section 08 71 00 "Door Hardware."
D. Hollow Metal Frames:
    1. Shipping Limitations: Where frames are fabricated in Sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
    2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
        a. Welded frames are to be provided with 2 steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
    3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
    4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48 inches and wider with mortise butt type hinges at top hinge locations.
    5. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge straps for continuous hinges specified in hardware sets in Section 08 71 00 "Door Hardware."
    6. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
    7. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
    8. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least 4 spot welds per anchor.

9. Jamb Anchors: Provide number and spacing of anchors as follows:
   a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      1) 2 anchors per jamb up to 60 inches high.
      2) 3 anchors per jamb from 60 to 90 inches high.
      3) 4 anchors per jamb from 90 to 120 inches high.
      4) 4 anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
   b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      1) 3 anchors per jamb up to 60 inches high.
      2) 4 anchors per jamb from 60 to 90 inches high.
      3) 5 anchors per jamb from 90 to 96 inches high.
      4) 5 anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
      5) 2 anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
10. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless of if specified in Section 08 71 00 "Door Hardware".
11. Bituminous Coating: Where frames are fully grouted with an approved Portland Cement based grout or mortar, coat inside of frame throat with a water based bituminous or asphaltic emulsion coating to a minimum thickness of 3 mils DFT, tested in accordance with UL 10C and applied to the frame under a third party independent follow-up service procedure.

E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Section 08 71 00 "Door Hardware."
   1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
   2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
   3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
   4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

2.10 STEEL FINISHES

A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
   1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.
C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."
D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow metal Work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
    1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
    2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
    3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
    4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
    1. Non-Fire-Rated Standard Steel Doors:
        a. Jambs and Head: 1/8-inch plus or minus 1/16-inch.
        b. Between Edges of Pairs of Doors: 1/8-inch plus or minus 1/16-inch.
        c. Between Bottom of Door and Top of Threshold: Maximum 3/8-inch.
        d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4-inch.
    2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
D. Field Glazing: Comply with installation requirements in Section 08 80 00 "Glazing" and with hollow metal manufacturer's written instructions.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave Work in complete and proper operating condition. Remove and replace defective Work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
B. Remove grout and other bonding material from hollow metal work immediately after installation.
C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

3.5 FIELD QUALITY CONTROL

A. Field Inspection (Punch Report): Reference Sections 01 70 00 “Execution and Closeout Requirements”. Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating, and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
    1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

END OF SECTION

SECTION 08 33 23 - OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Service doors.
B. Related Requirements:
   1. Section 05 50 00 "Metal Fabrications" for miscellaneous steel supports, door-opening framing, corner guards, and bollards.

1.2 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory.
   1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
   1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
   2. Show locations of controls, locking devices, detectors or replaceable fusible links, and other accessories.
C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Special warranty.
B. Maintenance data.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance, Exterior Doors: Capable of withstanding the following design wind loads:
   1. Design Wind Load: Uniform pressure (velocity pressure) of 20 lbf/sq. ft., acting inward and outward.

B. Windborne-Debris Impact Resistance: Provide [**glazed**] [**and**] [**impact-protective**] overhead coiling doors that pass ASTM E1886 missile-impact and cyclic-pressure tests according to ASTM E1996 for Wind Zone 3 for basic protection.
   1. Large-Missile Test: For overhead coiling doors located within 30 ft. of grade.

2.2 DOOR ASSEMBLY

A. Service Door: Overhead coiling door formed with curtain of interlocking metal slats.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. ACME Rolling Doors.
      b. Clopay Building Products.
      c. Lawrence Roll-Up Doors, Inc.
      d. Overhead Door Corporation.
      e. Southwestern Rolling Steel Door Co.
      f. Wayne-Dalton Corp.

B. Operation Cycles: Door components and operators capable of operating for not less than 20,000.

C. Door Curtain Material: Galvanized steel.

D. Door Curtain Slats: Flat profile slats of 2-5/8-inch center-to-center height.

E. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch thick; fabricated from hot-dip galvanized steel and finished to match door.

F. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.

G. Hood: Match curtain material and finish.
   1. Mounting: Face of wall.

H. Locking Devices: Equip door with locking device assemblyand chain lock keeper.
   1. Locking Device Assembly: Single-jamb side locking bars, operable from inside with thumbturn.

I. Manual Door Operator: Chain-hoist operator.

J. Curtain Accessories: Equip door with weatherseals push/pull handles, and pull-down strap.

K. Door Finish:
   1. Baked-Enamel or Powder-Coated Finish: Color as selected by Architect from manufacturer's full range.
   2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face .

2.3 HOODS

A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.

2.4 LOCKING DEVICES

A. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
B. Chain Lock Keeper: Suitable for padlock.

2.5 CURTAIN ACCESSORIES

A. Weatherseals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.
B. Push/Pull Handles: Equip each push-up-operated or emergency-operated door with lifting handles on each side of door, finished to match door.
C. Pull-Down Strap: Provide pull-down straps for doors more than 84 inches high.

2.6 MANUAL DOOR OPERATORS

A. Chain-Hoist Operator: Consisting of endless steel hand chain, chain-pocket wheel and guard, and gear-reduction unit with a maximum [25-lbf] [30-lbf] <Insert value> force for door operation. Provide alloy-steel hand chain with chain holder secured to operator guide.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
B. Smoke-Control Doors: Install according to NFPA 80 and NFPA 105.

3.2 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION

SECTION 08 71 00 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes commercial door hardware for the following:
   1. Swinging doors.
   2. Sliding doors.
   3. Other doors to the extent indicated.

B. Door hardware includes, but is not necessarily limited to, the following:
   1. Mechanical door hardware.
   2. Cylinders specified for doors in other sections.

C. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 08 11 13 “Hollow Metal Doors and Frames.”

D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
   1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
   2. ICC/IBC - International Building Code.
   3. NFPA 70 - National Electrical Code.
   4. NFPA 80 - Fire Doors and Windows.
   5. NFPA 101 - Life Safety Code.
   6. NFPA 105 - Installation of Smoke Door Assemblies.
   7. State Building Codes, Local Amendments.

E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
   1. ANSI/BHMA Certified Product Standards - A156 Series.
   2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
   3. ANSI/UL 294 - Access Control System Units.
   4. UL 305 - Panic Hardware.
   5. ANSI/UL 437- Key Locks.

1.2 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
   1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
   2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.

3. Content: Include the following information:
    a. Type, style, function, size, label, hand, and finish of each door hardware item.
    b. Manufacturer of each item.
    c. Fastenings and other pertinent information.
    d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    e. Explanation of abbreviations, symbols, and codes contained in schedule.
    f. Mounting locations for door hardware.
    g. Door and frame sizes and materials.
    h. Warranty information for each product.
4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

D. Informational Submittals:
1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Section 01 70 00 “Execution and Closeout Requirements.

1.3 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).

C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

E. Automatic Operator Supplier Qualifications: Power operator products and accessories are required to be supplied and installed through the Norton Preferred Installer (NPI) program. Suppliers are to be factory trained, certified, and a direct purchaser of the specified power operators and be responsible for the installation and maintenance of the units and accessories indicated for the Project.

F. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
   1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.

G. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.

H. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
   1. Function of building, purpose of each area and degree of security required.
   2. Plans for existing and future key system expansion.
   3. Requirements for key control storage and software.
   4. Installation of permanent keys, cylinder cores and software.
   5. Address and requirements for delivery of keys.

I. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
   1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
   2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
   3. Review sequence of operation narratives for each unique access controlled opening.
   4. Review and finalize construction schedule and verify availability of materials.
   5. Review the required inspecting, testing, commissioning, and demonstration procedures

J. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference."

1.5 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.6 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
    1. Structural failures including excessive deflection, cracking, or breakage.
    2. Faulty operation of the hardware.
    3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    4. Electrical component defects and failures within the systems operation.
C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
D. Special Warranty Periods:
    1. 10 years for mortise locks and latches.
    2. 5 years for exit hardware.
    3. 25 years for manual overhead door closer bodies.

1.7 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
   1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.
   1. Quantity: Provide the following hinge quantity:
      a. Two Hinges: For doors with heights up to 60 inches.
      b. Three Hinges: For doors with heights 61 to 90 inches.
      c. Four Hinges: For doors with heights 91 to 120 inches.
      d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
   2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
      a. Widths up to 3’0”: 4-1/2” standard or heavy weight as specified.
      b. Sizes from 3’1” to 4’0”: 5” standard or heavy weight as specified.
   3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
      a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
      b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
   4. Hinge Options: Comply with the following:
      a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
   5. Manufacturers:
      a. McKinney (MK).

B. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge. with minimum 0.120-inch thick extruded 6063-T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.
   1. Manufacturers:
      a. Pemko (PE).

2.3 DOOR OPERATING TRIM

A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified.
   1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.
   2. Furnish dust proof strikes for bottom bolts.
   3. Surface bolts to be minimum 8” in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
   4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.
   5. Manufacturers:
      a. Rockwood (RO).

B. Coordinators: ANSI/BHMA A156.3 certified door coordinators consisting of active-leaf, hold-open lever and inactive-leaf release trigger. Model as indicated in hardware sets.
   1. Manufacturers:
      a. Rockwood (RO).

C. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
   1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
   2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
   3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
   4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
   5. Manufacturers:
      a. Rockwood (RO).

2.4 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum 10 years’ experience designing secured master key systems and have on record a published security keying system policy.

B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.

C. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
   1. Threaded mortise cylinders with rings and cams to suit hardware application.
   2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
   3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
   4. Tubular deadlocks and other auxiliary locks.
   5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
   6. Keyway: Match Facility Standard.

D. Keying System: Each type of lock and cylinders to be factory keyed.
   1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.

2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
3. Existing System: Field verify and key cylinders to match Owner's existing system.

E. Key Quantity: Provide the following minimum number of keys:
1. Change Keys per Cylinder: Two (2).
2. Master Keys (per Master Key Level/Group): Five (5).
3. Construction Keys (where required): Ten (10).

F. Construction Keying: Provide construction master keyed cylinders.

G. Key Registration List (Bitting List):
1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

2.5 MECHANICAL LOCKS AND LATCHING DEVICES

A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.
1. Manufacturers:
a. Corbin Russwin Hardware (RU) - ML2000 Series.
b. Sargent Manufacturing (SA) - 8200 Series.

2.6 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.7 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.

2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer’s catalog and template book for specific requirements.
3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
    a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
    b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
6. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2” wide stiles.
8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.
    1. Manufacturers:
        a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
        b. Sargent Manufacturing (SA) - 80 Series.

2.8 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:
    1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
    2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
    3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
    4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
    5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.

6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.
   1. Manufacturers:
      a. Corbin Russwin Hardware (RU) - DC8000 Series.
      b. Norton Rixson (NO) - 9500 Series.
      c. Sargent Manufacturing (SA) - 281 Series.

C. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
   1. Manufacturers:
      a. Corbin Russwin Hardware (RU) - DC6000 Series.
      b. Norton Rixson (NO) - 7500 Series.
      c. Sargent Manufacturing (SA) - 351 Series.

2.9 ARCHITECTURAL TRIM

A. Door Protective Trim:
   1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
   2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1” LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
   3. Where plates are applied to fire rated doors with the top of the plate more than 16” above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer’s catalog and template book for specific requirements for size and applications.
   4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
      a. Stainless Steel: 300 grade, 050-inch thick.
   5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
   6. Manufacturers:
      a. Rockwood (RO).

2.10 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
   1. Manufacturers:
      a. Rockwood (RO).

C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
   1. Manufacturers:
      a. Norton Rixson (RF).
      b. Rockwood (RO).

2.11 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
   1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
   1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

F. Manufacturers:
   1. Pemko (PE).

2.12 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.13 FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
    1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
    1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
    2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
    3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
    4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

A. Field Inspection (Punch Report): Reference Division 01 Sections “Closeout Procedures”. Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
    1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
B. Clean adjacent surfaces soiled by door hardware installation.
C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

END OF SECTION

SECTION 08 71 00.10 – DOOR HARDWARE SCHEDULE

1.1 DOOR HARDWARE SETS

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
   1. Quantities listed are for each pair of doors, or for each single door.
   2. The supplier is responsible for handing and sizing all products.
   3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
   4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

B. Manufacturer's Abbreviations:

1. MK - McKinney
2. PE - Pemko
3. RO - Rockwood
4. SA - SARGENT
5. OT - Other
6. RF - Rixson

Hardware Sets

Set: 1.0

Doors: 112
Description: EXTERIOR HM PAIR (LOBBY ENTRY)

2	Continuous Hinge	CFM x Height Req x HD1		PE	087100
1	Removable Mullion	L980S	PC	SA	087100
1	Rim Exit Device, Nightlatch	8804 Less Pull	US32D	SA	087100
1	Rim Exit Device, Exit Only	8810 EO	US32D	SA	087100
1	Mullion Cylinder	980C1 x Match Facility Keyway	US26D	SA	087100
1	Cylinder	Match Facility Keyway		OT	
2	Pull	RM201	US32D	RO	087100
2	Surface Closer Hvy Dty, Stop	281 CPS	EN	SA	087100
2	Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO	087100
1	Threshold	2715AK		PE	087100
1	Gasketing	2891AV		PE	087100

1	Rain Guard	346C + 4" ODW	PE	087100
2	Sweep	345CNB	PE	087100
1	Astragal	18041CNB	PE	087100

Notes: PANIC DEVICES TO BE DOGGED DURING DESIGNATED HOURS, RENDERING TO PUSH/PULL.

Set: 2.0

Doors: 106A

Description: EXTERIOR HM PAIR A/I STOREROOM FUNCTION

2	Continuous Hinge	CFM x Height Req x HD1		PE	087100
1	AutoFlush Bolt	2842	US26D	RO	087100
1	Dust Proof Strike	570	US26D	RO	087100
1	Storeroom Lock	8204 LNJ	US26D	SA	087100
1	Cylinder	Match Facility Keyway		OT	
1	Coordinator	2672	US28	RO	087100
2	Surface Closer Hvy Dty, Stop	281 CPS	EN	SA	087100
2	Kick Plate	K1050 10" x 1" LDW CSK BEV	US32D	RO	087100
1	Threshold	2715AK		PE	087100
1	Gasketing	2891AV		PE	087100
1	Rain Guard	346C + 4" ODW		PE	087100
2	Sweep	345CNB		PE	087100
1	Astragal	18041CNB		PE	087100

Set: 3.0

Doors: 109

Description: EXTERIOR HM SGL NIGHTLATCH FUNCTION

1	Continuous Hinge	CFM x Height Req x HD1		PE	087100
1	Rim Exit Device, Nightlatch	8804 Less Pull	US32D	SA	087100
1	Cylinder	Match Facility Keyway		OT	
1	Pull	RM201	US32D	RO	087100
1	Surface Closer Hvy Dty, Stop	281 CPS	EN	SA	087100
1	Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO	087100
1	Threshold	2715AK		PE	087100
1	Gasketing	2891AV		PE	087100

1 Rain Guard	346C + 4" ODW		PE	087100
1 Sweep	345CNB		PE	087100

Notes: PANIC DEVICE TO BE DOGGED DURING DESIGNATED HOURS, RENDERING TO PUSH/PULL.

Set: 4.0

Doors: 103
Description: STOREROOM FUNCTION PAIR

6 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK	087100
2 Flush Bolt	555	US26D	RO	087100
1 Dust Proof Strike	570	US26D	RO	087100
1 Storeroom Lock	8204 LNJ	US26D	SA	087100
1 Cylinder	Match Facility Keyway		OT	
2 Wall Stop	409	US32D	RO	087100
1 Astragal	18041CNB		PE	087100
2 Silencer	608-RKW		RO	087100

Set: 5.0

Doors: 108, 115, 116
Description: OFFICE FUNCTION

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK	087100
1 Office/Entry Lock	8205 LNJ	US26D	SA	087100
1 Cylinder	Match Facility Keyway		OT	
1 Wall Stop	409	US32D	RO	087100
3 Silencer	608-RKW		RO	087100

Set: 6.0

Doors: 104
Description: OFFICE FUNCTION OH STOP

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK	087100
1 Office/Entry Lock	8205 LNJ	US26D	SA	087100
1 Cylinder	Match Facility Keyway		OT	
1 Surf Overhead Stop	10-336	689	RF	087100
3 Silencer	608-RKW		RO	087100

Set: 7.0

Doors: 117
Description: PRIVACY FUNCTION INSWING

3	Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK	087100
1	Privacy Lock w/ Indicator	49 8265 LNJ	US26D	SA	087100
1	Surface Closer	351 O	EN	SA	087100
1	Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO	087100
1	Mop Plate	K1050 6" x 1" LDW CSK BEV	US32D	RO	087100
1	Wall Stop	409	US32D	RO	087100
3	Silencer	608-RKW		RO	087100

Set: 8.0

Doors: 105, 115A
Description: PRIVACY FUNCTION OUTSWING

3	Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK	087100
1	Privacy Lock w/ Indicator	49 8265 LNJ	US26D	SA	087100
1	Surface Closer	351 P9	EN	SA	087100
1	Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO	087100
1	Wall Stop	409	US32D	RO	087100
3	Silencer	608-RKW		RO	087100

Set: 9.0

Doors: 2.29.07
Description: DBL ACTING ELIASON PAIR

1	Balance of Hardware	By Assembly Mfr		OT

Set: 10.0

Doors: 106
Description: OVERHEAD DOOR

1	Balance of Hardware	By Assembly Mfr		OT

END OF SECTION

SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass products.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.
C. IBC: International Building Code.
D. Interspace: Space between lites of an insulating-glass unit.

1.3 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
   1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. General Glass Manufactures: Unless specified otherwise and subject to compliance with requirements, provide products by the following:
   1. AGC Glass Company North America, Inc.
   2. Guardian Glass; SunGuard.
   3. Pilkington North America.
   4. Viracon, Inc.
   5. Vitro Architectural Glass.

B. Source Limitations for Glass: Obtain glass from single source from single manufacturer.

C. Source Limitations for Glazing Accessories: For each product and installation method, obtain from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

2.3 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
   1. NGA Publications: "Glazing Manual."
   2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
   3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
   4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

B. Thickness: Where glass thickness is indicated, it is a minimum.

C. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

A. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
   1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

2.5 GLAZING SEALANTS

A. Neutral-Curing Silicone Glazing Sealant, Class 25: Complying with ASTM C920, Type S, Grade NS, Use NT.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Bostik, Inc.
      b. GE Construction Sealants; Momentive Performance Materials Inc.
      c. Sika Corporation.
      d. The Dow Chemical Company.
      e. Tremco Incorporated.

2.6 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
C. Setting Blocks:
   1. Type recommended in writing by sealant or glass manufacturer.

2.7 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep systems.
   3. Minimum required face and edge clearances.
   4. Effective sealing between joints of glass-framing members.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
F. Provide spacers for glass lites where length plus width is larger than 50 inches.
    1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
    2. Provide 1/8-inch- minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

3.4 SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.5 CLEANING AND PROTECTION

A. Immediately after installation, remove nonpermanent labels and clean surfaces.
B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
    1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
C. Remove and replace glass that is damaged during construction period.
D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

3.6 MONOLITHIC GLASS SCHEDULE

A. Clear Glass Type G01: Fully tempered float glass.
   1. Minimum Thickness: 6 mm.
   2. Safety glazing required.

END OF SECTION

SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Non-load-bearing steel framing systems for interior partitions.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Notify manufacturer of damaged materials received prior to installation.
B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Horizontal Deflection: For composite and non-composite wall assemblies, limited to following ratios of the wall height based on horizontal loading of 10 lbf/sq. ft..
   1. Gypsum Board and Other Finishes: 1/240.
B. Design framing systems in accordance with AISI S220, "North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members," unless otherwise indicated.
C. Design Loads: As indicated on architectural Drawings or 5 lbf/sq. ft. minimum as required by the IBC.
D. Design framing systems to accommodate deflection of primary building structure and construction tolerances and to withstand design loads with a maximum deflection of 1/2t inches.

2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with AISI S220 and ASTM C645, Section 10 for conditions indicated.
   1. Steel Sheet Components: Comply with requirements for metal unless otherwise indicated
   2. Protective Coating: Comply with ; ASTM A653/A653M, G40; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.

a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.

B. Studs and Track: AISI S220 and ASTM C645, Section 10.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. ClarkDietrich.
b. MRI Steel Framing, LLC.
c. Phillips Manufacturing Co.
d. SCAFCO Steel Stud Company.
e. Steel Construction Systems.
f. Telling Industries.
g. The Steel Network, Inc.
2. Minimum Base-Steel Thickness: As required by performance requirements for horizontal deflection.
3. Depth: As indicated on Drawings.

C. Hat-Shaped, Rigid Furring Channels: ASTM C645.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. ClarkDietrich.
b. MRI Steel Framing, LLC.
c. SCAFCO Steel Stud Company.
d. Steel Construction Systems.
2. Depth: 7/8 inch.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.
1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:
1. Asphalt-Saturated Organic Felt: ASTM D226/D226M, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Installation Standard: ASTM C754.
1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
D. Install bracing at terminations in assemblies.
E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.3 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
   1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
   2. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.
B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
C. Install studs so flanges within framing system point in same direction.
D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
   1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
      a. Install two studs at each jamb unless otherwise indicated.
      b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
      c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
   2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
E. Direct Furring:
   1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

END OF SECTION

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Interior gypsum board.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Gypsum board, Type X.
   2. Water-resistant gypsum backing board.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
C. Do not install panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

A. Manufacturers: Unless noted otherwise and subject to compliance with requirements, provide products by the following:
   1. American Gypsum.
   2. CertainTeed Corporation; Saint-Gobain North America.
   3. Georgia-Pacific Gypsum LLC.
   4. National Gypsum Company.
   5. USG Corporation.
B. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Board, Type X: ASTM C1396/C1396M.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Gypsum.
      b. CertainTeed Corporation; Saint-Gobain North America.
      c. Georgia-Pacific Gypsum LLC.
      d. National Gypsum Company.
      e. USG Corporation.
   2. Thickness: 5/8 inch.
   3. Long Edges: Tapered.

2.3 TILE BACKING PANELS

A. Water-Resistant Gypsum Backing Board: ASTM C1396/C1396M, with manufacturer's standard edges.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Gypsum.
      b. CertainTeed Corporation; Saint-Gobain North America.
      c. Georgia-Pacific Gypsum LLC.
      d. National Gypsum Company.
      e. USG Corporation.
   2. Core: 5/8 inch, Type X.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.
   1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
   2. Shapes:
      a. Cornerbead.
      b. Base-of-Wall Moisture Barrier Trim: Galvanized-steel sheet, 2 inches high to extruded PVC, 1/2 inch high.
         1) Manufacturers: Subject to compliance with requirements, provide products by one of the following:
            a) VersaDry, LLC.
            b) Waterguard.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.
B. Joint Tape:
   1. Interior Gypsum Board: Paper.
   2. Tile Backing Panels: As recommended by panel manufacturer.
C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
   1. Prefilling: At open joints[, rounded or beveled panel edges,] and damaged surface areas, use setting-type taping compound.
   2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
      a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.

D. Joint Compound for Tile Backing Panels:
1. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.6 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
C. Thermal Insulation: As specified in Section 07 21 00 "Thermal Insulation."
D. Vapor Retarder: As specified in Section 07 26 00 "Vapor Retarders."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.
B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
E. Form control and expansion joints with space between edges of adjoining gypsum panels.
F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.

G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:
   1. Type X: Vertical and horizontal surfaces unless otherwise indicated.

B. Single-Layer Application:
   1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
   2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
      a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
   3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLATION OF TILE BACKING PANELS

A. Water-Resistant Backing Board: Install where indicated with 1/4-inch gap where panels abut other construction or penetrations.

3.5 INSTALLATION OF TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Interior Trim: Install in the following locations:
   1. Cornerbead: Use at outside corners unless otherwise indicated.
   2. Base-of-Wall Moisture Barrier Trim: Install per manufacture's instructions. At restroom walls and walls within 4 feet of plumbing, provide PVC base-of-wall moisture barrier trim with sealant between trim and floor.

3.6 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
   1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
      a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

3.7 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for interior ceilings.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
C. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on samples of sizes indicated below:
   1. Acoustical Panels: Set of 6-inch square samples of each type, color, pattern, and texture.
   2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch long samples of each type, finish, and color.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Acoustical Ceiling Units: Full-size panels equal to 2 percent of quantity installed.
   2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, Work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
   1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of acoustical ceiling panel and its supporting suspension system from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Ceiling products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: Class A according to ASTM E 1264.
   2. Smoke-Developed Index: 50 or less.

2.3 ACOUSTICAL PANELS (ACT)

A. Basis-of-Design Product: Subject to compliance with requirements, provide [product indicated on Drawings] <Insert manufacturer's name; product name or designation> or comparable product by 1 of the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. United States Gypsum Company.
B. Color: Match to existing.
C. Edge/Joint Detail: Match to existing.
D. Thickness: Match to existing.
E. Modular Size: As indicated on Drawings Match to existing.

2.4 METAL SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. United States Gypsum Company.

B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, metal suspension system and accessories according to ASTM C 635 and designated by type, structural classification, and finish indicated.
   1. High-Humidity Finish: Where indicated, provide coating tested and classified for "severe environment performance" according to ASTM C 635.

C. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized, G30 coating designation; with prefinished 15/16-inch wide metal caps on flanges.
   1. Structural Classification: Intermediate -duty system.
   2. End Condition of Cross Runners: Override (stepped) type.
   3. Cap Finish: Painted white.

2.5 METAL EDGE MOLDINGS AND TRIM

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. United States Gypsum Company.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less than half width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.

B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION

A. Suspend ceiling hangers from building's structural members and as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
3. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of 3 tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
4. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
5. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
6. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
7. Do not attach hangers to steel deck tabs.
8. Do not attach hangers to steel roof deck. Attach hangers to structural members.
9. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
10. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.

B. Secure bracing wires to ceiling suspension members and to supports with a minimum of 4 tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.

C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends. Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

D. Install suspension-system runners so they are square and securely interlocked with 1 another. Remove and replace dented, bent, or kinked members.

E. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
1. Arrange directionally patterned acoustical panels as follows:
   a. As indicated on reflected ceiling plans.
2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
3. Protect lighting fixtures and air ducts according to requirements indicated for fire-resistance-rated assembly.

3.4 ERECTION TOLERANCES

A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8-inch in 12 feet, non-cumulative.
B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of [1/8 inch in 12 feet] <**Insert dimensions**>, non-cumulative.

3.5 FIELD QUALITY CONTROL

A. Acoustical panel ceiling hangers, anchors, and fasteners will be considered defective if they do not pass tests and inspections.
B. Prepare test and inspection reports.

3.6 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09 65 13 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Thermoplastic-rubber base.
   2. Rubber molding accessories.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 THERMOPLASTIC-RUBBER BASE (RB)

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. Burke Mercer Flooring Products; a division of Burke Industries Inc.
   2. Johnsonite; A Tarkett Company.
   3. Roppe Corporation, USA.
B. Product Standard: ASTM F 1861, Type TP (rubber, thermoplastic).
   1. Group: II (layered).
   2. Style and Location:
      a. Style B, Cove: Provide in areas as indicated on Drawings.
C. Thickness: 0.125-inch.
D. Height: 4 inches.
E. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard length.
F. Outside Corners: Job formed or preformed.
G. Inside Corners: Job formed or preformed.
H. Colors: As indicated by manufacturer's designations.

2.2 RUBBER MOLDING ACCESSORY (RACC)

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Roppe Corporation, USA.
   2. Johnsonite, A Tarkett Company.
B. Description: Rubber nosing for resilient floor covering reducer strip for resilient floor covering transition strips.
C. Locations: Provide rubber molding accessories in areas indicated.
D. Colors and Patterns: As indicated by manufacturer's designations on Interior Material Legend.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated.
B. Adhesives: Water-resistant type recommended by resilient product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F 710.
    1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
    2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.
B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
E. Do not stretch resilient base during installation.
F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
G. Preformed Corners: Install preformed corners before installing straight pieces.
H. Job-Formed Corners:
    1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches in length.
        a. Form without producing discoloration (whitening) at bends.
    2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches in length.
        a. Miter or cope corners to minimize open joints.

3.3 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.
B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION

SECTION 09 65 16 - RESILIENT SHEET FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Unbacked vinyl sheet flooring.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Samples: For each exposed product and for each color, texture, and pattern specified.
C. Moisture testing results (prior to installation).

1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for resilient sheet flooring installation and seaming method indicated.
   1. Engage an installer who employs workers for this Project who are trained or certified by resilient sheet flooring manufacturer for installation techniques required.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient sheet flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
   1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 UNBACKED VINYL SHEET FLOORING

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   1. Armstrong World Industries, Inc.
B. Product Standard: ASTM F 1913.
C. Thickness: 0.080-inch.
D. Wearing Surface: Smooth.
E. Sheet Width: As standard with manufacturer.
F. Seamless-Installation Method: Chemically bonded.
G. Colors and Patterns: as indicated on Interior Material Legend in Drawings.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient sheet flooring manufacturer for applications indicated.
B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient sheet flooring and substrate conditions indicated.
C. Seamless-Installation Accessories:
    1. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare substrates according to resilient sheet flooring manufacturer's written instructions to ensure adhesion of resilient sheet flooring.
B. Concrete Substrates: Prepare according to ASTM F 710.
    1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
    2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by resilient sheet flooring manufacturer. Do not use solvents.
    3. Alkalinity and Adhesion Testing: Perform tests recommended by resilient sheet flooring manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 10 pH.
    4. Moisture Testing: Perform tests so that each test area does not exceed 1,000 sq. ft., and perform no fewer than 3 tests in each installation area and with test areas evenly spaced in installation areas.
        a. Relative Humidity Test: Using in-situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
D. Do not install resilient sheet flooring until materials are the same temperature as space where they are to be installed.
    1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.
E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient sheet flooring.

3.2 RESILIENT SHEET FLOORING INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
B. Unroll resilient sheet flooring and allow it to stabilize before cutting and fitting.
C. Lay out resilient sheet flooring as follows:
    1. Maintain uniformity of flooring direction.
    2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in flooring substrates.

3. Match edges of flooring for color shading at seams.
4. Avoid cross seams.

D. Scribe and cut resilient sheet flooring to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

E. Extend resilient sheet flooring into toe spaces, door reveals, closets, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on resilient sheet flooring as marked on substrates. Use chalk or other nonpermanent marking device.

G. Install resilient sheet flooring on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of flooring installed on covers and adjoining flooring. Tightly adhere flooring edges to substrates that abut covers and to cover perimeters.

H. Adhere resilient sheet flooring to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

I. Seamless Installation:

1. Chemically Bonded Seams: Bond seams with chemical-bonding compound to fuse sections permanently into a seamless flooring installation. Prepare seams and apply compound to produce tightly fitted seams without gaps, overlays, or excess bonding compound on flooring surfaces.

END OF SECTION

SECTION 09 65 66 - RESILIENT ATHLETIC FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Interlocking, rubber floor tile.
   2. Sheet vinyl flooring.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.
B. Samples: For each type of flooring indicated.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.4 FIELD CONDITIONS

A. Adhesively Applied Products:
   1. Maintain temperatures during installation within range recommended in writing by manufacturer, but not less than 70 degrees F or more than 95 degrees F, in spaces to receive flooring 48 hours before installation, during installation, and 48 hours after installation unless longer period is recommended in writing by manufacturer.
   2. After postinstallation period, maintain temperatures within range recommended in writing by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
   3. Close spaces to traffic during flooring installation.
   4. Close spaces to traffic for 48 hours after flooring installation unless manufacturer recommends longer period in writing.
B. Install flooring after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 INTERLOCKING, RUBBER FLOOR TILE RBR1

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
B. Basis-of-Design Product: Subject to compliance with requirements, provide [product indicated on Drawings] <Insert manufacturer's name; product name or designation> or comparable product by 1 of the following:
   1. MATS MATS MATS, INC.
C. Description: Athletic flooring consisting of modular rubber tiles with precision cut, interlocking edges, for free-lay installation.
D. Material: Recycled-rubber compound.
E. Tile Interlock: Match to existing.

F. Traffic-Surface Texture: Match to existing.
   1. Provide reversible tiles (with traffic-surface texture on both sides).
G. Size: Manufacturer's standard-size square tile, match to existing.
H. Thickness: Match to existing.
I. Color and Pattern: As selected by Architect from manufacturer's full range, match to existing.
J. Border: Interlocking, beveled-edge tiles, of same material as floor tile.
   1. Border Color and Pattern: Matching floor tile match to existing, if applicaple.

2.2 ACCESSORIES

A. Trowelable Leveling and Patching Compound: Latex-modified, hydraulic-cement-based formulation approved by flooring manufacturer.
B. Adhesives: Water-resistant type recommended in writing by manufacturer for substrate and conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of flooring.
B. Concrete Substrates: Prepare according to ASTM F 710.
   1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
   2. Alkalinity Testing: Perform pH testing according to ASTM F 710. Proceed with installation only if pH readings are not less than 7.0 and not greater than 8.5.
   3. Moisture Testing:
      a. Perform relative humidity test using in-situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended in writing by manufacturer. Do not use solvents.
D. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.
E. Move flooring and installation materials into spaces where they will be installed at least 48 hours in advance of installation unless manufacturer recommends a longer period in writing.
   1. Do not install flooring until they are same temperature as space where they are to be installed.
F. Sweep and vacuum clean substrates to be covered by flooring immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust.
G. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FLOORING INSTALLATION, GENERAL

A. Comply with manufacturer's written installation instructions.
B. Scribe, cut, and fit flooring to butt neatly and tightly to vertical surfaces, equipment anchors, floor outlets, and other interruptions of floor surface.

C. Extend flooring into toe spaces, door reveals, closets, and similar openings unless otherwise indicated.

D. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating subfloor markings on flooring. Use nonpermanent, nonstaining marking device.

3.3 FLOOR TILE INSTALLATION

A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than 1/2 tile at perimeter.
   1. Lay tiles square with room axis.
   2. Match installation to existing conditions:
      a. Adhered Flooring: Adhere products to substrates using a full spread of adhesive applied to substrate to comply with adhesive and flooring manufacturers' written instructions.
      b. Free-Lay Flooring: Place flooring at locations indicated with all units securely interconnected and fully seated on substrate to form a smooth, level surface.

3.4 CLEANING AND PROTECTING

A. Perform the following operations immediately after completing flooring installation:
   1. Remove adhesive and other blemishes from flooring surfaces.
   2. Sweep and vacuum flooring thoroughly.
   3. Damp-mop flooring to remove marks and soil after time period recommended in writing by manufacturer.

B. Protect flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

END OF SECTION

SECTION 09676 - ACRYLIC FLOOR COATINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surface preparation for application of acrylic floor coating.
   2. Testing of surface preparation.
   3. Acrylic floor coating system.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SYSTEM DESCRIPTION

A. General: The coating system shall be a solvent-free, 100 percent reactive Methyl Methacrylate (MMA) based pigmented or clear acrylic liquid.
   1. Edge Termination: The finish floor coating system shall be uniform in color, texture and appearance. Edges that terminate at walls, floor discontinuities, and other embedded items shall be uniform with no thick or ragged edges. Exterior corners shall be rounded.
   2. Cure Time: Coating shall cure in no more than 90 minutes at 68 degrees after application of the final roller coat.
   3. Performance of Finished Floor System:
      a. Water absorption: No greater than 0.04 weight percent in accordance with ASTM D570.
      b. Compressive strength: 6,000 psi minimum in accordance with ASTM C109.
      c. Material shall be chemically resistant to a wide range of acids, alkalis, salts, fats and oils.
      d. Coefficient of Friction: No greater than 0.7 as measured by ASTM 2047, or as determined by Owner and Owner's insurance and legal counsels for slip and fall insurability and legal liability.

1.3 SUBMITTALS

A. Product Data including descriptive data and specific recommendations for surface preparation, mixing, and application of materials.

B. Samples of 1 square foot of specified acrylic coating applied to hardboard or similar backing for rigidity and handling.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Only manufacturers of 100 percent reactive, MMA based acrylic liquid as defined by their technical literature are acceptable. Technical literature shall provide the name of the material, generic type, descriptive information, Material Safety Data Sheets (MSDS) and certified test reports showing test results that demonstrate equivalent performance based on the specified products.

B. Applicator Qualifications: Applicator shall be approved by the manufacturer for application of the specified products. Approved applicator shall have 5 years' experience of installing the specified flooring system.
   1. Subcontractor: The only subcontractor to the applicator shall be for concrete surface preparation.

C. Product Options: Products and manufacturers named in Part 2 establish requirements for product quality in terms of appearance, construction, and performance. Other manufacturers' products comparable in quality to named products and complying with requirements may be considered. Refer to Section 01 25 00 "Substitutions Procedures."

D. Field Sample: Apply 200 square feet of acrylic floor coating to an area selected by the Architect to demonstrate surface preparation, joint and crack treatment, thickness, texture, color, and standard of workmanship.
   1. If Architect determines that field sample does not meet requirements, reapply coating until the field sample is accepted.
   2. Keep the accepted field sample undisturbed during construction as a standard for judging completed Work. An undamaged field sample may be incorporated into the Work.
   3. Owner shall determine from field samples the size and amount of non-slip aggregate required to provide the slip resistance prescribed by Owner's insurance and legal counsels.

E. Bond Testing: Surface preparation shall be evaluated by conducting bond tests at the site prior to application of the coating. Bond testing shall be performed in the presence of the manufacturer. At least 2 bond tests shall be performed in each bay. Locations of bond tests shall be documented on the record Drawings and cross-referenced to the actual bond test specimen. Maintain test specimens at Project office until completion of Work.

F. Preconstruction Conference: Prior to commencement of Work representatives of Owner, Contractor, Applicator, Manufacturer, and Architect shall meet at the Project site and review the requirements of the Work of this Section.

1.5 WARRANTY

A. General: Warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and are in addition to and run concurrent with other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty: Submit written warranty signed by floor coatings manufacturer and applicator agreeing to repair or replace traffic coatings that do not meet requirements or that deteriorate within the warranty period indicated below. Warranty does not include deterioration or failure of floor coating due to unusual weather phenomena, failure of prepared and treated substrate, formation of new joints and cracks in excess of 1/16-inch wide, fire, vandalism, or damage caused by truck traffic or maintenance equipment.
   1. Warranty Period: 5 years after date of Substantial Completion.

C. General: Include enough material for Owner's personnel to perform repairs on an area equal to 200 square foot.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Product: Subject to compliance with requirements provide RU727 Coat System by Silikal Resin Systems as follows:
   1. Saturating Primer/Sealer Coat: Silikal RU727 Primer/Topcoat
   2. Body Coat: Silikal RU727 Bond Coat with Silikal color pigment.
   3. Topcoat: Silikal RU727 Topcoat with Silikal color pigment.
   4. Antibacterial Protection: "Microban B", NSF 51 certified.
   5. Non-slip Aggregate: #16 - #24 aluminum oxide as required to meet field sample testing.
      a. Glass beads (25 - 45 sieve) as required to meet field sample testing for showers, locker rooms and hydrotherapy areas only.
   6. Cove Bases: Thixatropic Silikal R61.

2.2 MATERIAL

A. System Description: Silikal RU727 is a transparent, solvent-free, 100 percent reactive, MMA based liquid to which a urethane modifier and curing agent are added at the job site.

B. Silikal RU727 Primer Product Performance Criteria:
   1. Water Absorption, WI. Percent: ASTM D570, less than 0.04 percent.
   2. Tensile Strength, Psi: ASTM D638, 2890 psi.
   3. Tensile Modulus, Psi: ASTM D638, 140,000 psi.
   4. Coefficient of Thermal Expansion: .000067 in./in./degrees F.
   5. Abrasion Resistance: ASTM D4060 (1000 cycles; CS17 Wheel) 54 milligrams.
   6. Elongation at Rupture: 28 percent.
   7. Electrical Resistivity: ASTM D257:
      a. Volume Resistance, ohm-cm: 5.2 x 10.
      b. Surface Resistance, ohm: 5.0 x 10.
   8. Water Vapor Transmission: ASTM E96 procedure E less than 2.5 gr/sqm/24 hours at 9 mils.

C. Cure Times:
   1. Pot Life at 68 degrees: 10-15 minutes.
   2. Cure Time at 68 degrees: 60 minutes.
   3. Recoat Time at 68 degrees: 60 - 90 minutes.

D. Mixing: Follow manufacturer's prescribed procedures and recommendations.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

A. General: Dislodge dirt, and other dry surface accumulations and contamination by scraping, brushing, sweeping, blowing down, and vacuuming. Surfaces that are heavily contaminated with grease or oil shall be cleaned with the appropriate degreaser, detergent, or other appropriate cleaner/surfactant followed by thorough rinsing with fresh water prior to mechanical cleaning efforts.

B. Bond Test: Evaluate surface preparation quality by conducting bond tests at 2 strategic locations per structural bay as determined by the Architect.
   1. Mix 6 ounces of the primer to be used in the application with #10-#12 mesh, dry quartz sand until a wet, easily trowelable mixture is obtained. Add 10 percent by volume Powder Hardener and mix well. Apply palm sized patties 1/8-inch to 1/4-inch thick.
   2. After 1-hour at 68 degrees F, patties shall be cured tack-free and cooled to ambient temperature of concrete. Remove patties with hammer and chisel and examine fracture/delamination plane. Concrete with fractured aggregate shall be attached to the entire underside of the patty.
   3. If only laitance or a small amount of concrete is attached or if interface between patty and substrate is tacky, further substrate preparation is required. If further surface preparation is required, bond tests shall be conducted again when this has been completed. If no amount or kind of surface preparation produces satisfactory bond test, the applicator shall report that to Owner, Architect, and Manufacturer.

C. Mechanical Surface Preparation: Accessible concrete floor surfaces shall be mechanically blast cleaned using a mobile steelshot, dust recycling machine such as BLASTRAC, as manufactured by Wheelabrator Corporation. All surface and embedded accumulations of paint, seaters, toppings, and latiance shall be completely removed. Troweled finishes and hardened concrete shall be roughened to produce a surface having a profile similar to 40 grit sandpaper with the upper fascia of concrete aggregate exposed.
   1. Floor areas inaccessible to the mobile blast cleaning machines shall be mechanically abraded to the same degrees of cleanliness, soundness, and profile using vertical disc scarifiers, stairwell scarifiers, needle guns, scabblers, or other suitably effective equipment.
   2. After blasting, abrasives, laitance, and other debris shall be removed by brushing and vacuuming. Conduct bond test to check adequacy of surface preparation as specified.
   3. Application of specified materials shall be completed prior to contamination of cleaned surfaces.

3.2 COATING APPLICATION

A. Crack Aepair: Remove loose materials in concrete cracks and fill as directed by the manufacturer until flush with the surrounding surfaces
B. Primer Floodcoat RU727, non-pigmented material applied at a rate of approximately 100 square foot per gallon (12-14 mils).
C. Body Coat: RU727, broadcast aggregate to match field sample.
D. Pigmented Topcoat: Floodcoat pigmented RU727 at a rate of 100 square foot per gallon.
E. Cove Base: Provide cove bases to match floor finish at all vertical transitions. Provide curved transitions into drainage troughs in shower rooms. Bases shall extend to first masonry mortar joint or at least 4 inches above finished floor.

3.3 CLEANING

A. Remove all material splatters and other material that is not where it should be. Remove masking and covers taking care not to contaminate surrounding area.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Installation Specialist shall be present during substrate preparation and installa- tion of the acrylic floor coating. The Installation Specialist shall monitor and evaluate substrate surface preparation and the installation of the acrylic floor coating.

END OF SECTION

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SECTION 09 68 13 - TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Modular carpet tile.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Samples: For each exposed product and for each color and texture required.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.

1.6 WARRANTY

A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE CPT1

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. Patcraft; a division of Shaw Industries, Inc.
B. Color: As indicated on Interior Material Legend.
C. Pattern: As indicated on Interior Material Legend.
D. Fiber Content: 100 percent nylon 6, 6.
E. Fiber Type: Eco Solution Q Nylon.
F. Pile Characteristic: Multi level loop pile.
G. Density: 11012oz./cu. yd.

H. Pile Thickness: 0.085 inches for finished carpet tile according to ASTM D6859.
I. Stitches: 10 stitches per inch.
J. Gauge: 1/12 ends per inch.
K. Primary Backing/Backcoating: Manufacturer's standard composite materials
L. Secondary Backing: Manufacturer's standard material
M. Backing System: Non-Woven Synthetic EcoWork Tile.
N. Size: 24 by 24 inches.
O. Applied Treatments:
    1. Soil-Resistance Treatment: Manufacturer's standard treatment.

2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic cement based formulation provided or recommended by carpet tile manufacturer.
B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Concrete Slabs:
    1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft., and perform no fewer than 3 tests in each installation area and with test areas evenly spaced in installation areas.
        a. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
        b. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.

3.2 PREPARATION

A. General: Comply with the Carpet and Rug Institute's CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8-inch wide or wider, and protrusions more than 1/32-inch unless more stringent requirements are required by manufacturer's written instructions.
C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
B. Installation Method: As recommended in writing by carpet tile manufacturer Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
C. Maintain dye lot integrity. Do not mix dye lots in same area.
D. Maintain pile direction patterns indicated on Drawings.
E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
G. Install pattern parallel to walls and borders.
H. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION

SECTION 09 77 20 – DECORATIVE FIBERGLASS REINFORCED WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Prefinished polyester glass reinforced plastic sheets and adhered to unfinished gypsum wallboard.
   1. PVC trim.
B. Products Not Furnished or Installed under This Section:
   1. Gypsum substrate board.
C. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 09 65 13 "Resilient Base and Accessories."

1.2 REFERENCES

A. American Society for Testing and Materials: Standard Specifications (ASTM).
   1. ASTM D 256 - Izod Impact Strengths (ft #/in).
   2. ASTM D 570 - Water Absorption (%).
   3. ASTM D 638 - Tensile Strengths (psi) & Tensile Modulus (psi).
   4. ASTM D 790 - Flexural Strengths (psi) & Flexural Modulus (psi).
   5. ASTM D 2583- Barcol Hardness.
   6. ASTM D 5319 - Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels.
   7. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

A. Product Data: Submit sufficient manufacturer's data to indicate compliance with these Specifications, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.
B. Shop Drawings: Submit elevations of each wall showing location of paneling and trim members with respect to all discontinuities in the wall elevation.
C. Samples for Verification: Submit appropriate section of panel for each finish selected indicating the color, texture, and pattern required.
   1. Submit complete with specified applied finish.
   2. For selected patterns show complete pattern repeat.
D. Manufacturers Material Safety Data Sheets (MSDS) for adhesives, sealants and other pertinent materials prior to their delivery to the site (available as downloads for most Marlite’s products at http://www.marlite.com/tech-details.aspx or by contacting Marlite at info@marlite.com).

1.4 QUALITY ASSURANCE

A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:
   1. ASTM E 84 (Method of test for surface burning characteristics of building Materials).
      a. Wall Required Rating – Class A.
B. Sanitary Standards: System components and finishes to comply with:
   1. United States Department of Agriculture (USDA) / Food Safety & Inspection Services (FSIS) requirements for food preparation facilities, incidental contact.
   2. Food and Drug Administration (FDA) 2013 Food Code 6-101.11.
   3. Canadian Food Inspection Agency (CFIA) requirements.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials factory packaged on strong pallets.
B. Store panels and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (range of 60 to 75 degrees F) for 48 hours prior to installation.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Building are to be fully enclosed prior to installation with sufficient heat (70 degrees F) and ventilation consistent with good working conditions for finish Work
B. During installation and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer.
   1. Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

1.7 WARRANTY

A. Furnish 1-year guarantee against defects in material and workmanship.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

A. Marlite; 1 Marlite Drive, Dover, OH 44622. 800-377-1221 FAX (330) 343-4668 Email: info@marlite.com www.marlite.com.
B. Product:
   1. Symmetrix with BlueSky Advanced Finishing

2.2 PANELS

A. Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319.
   1. Marlite Symmetrix with BlueSky Advanced Finishing is available in a variety of colors, patterns and groove configurations, including;
      a. Color per Interior Material Legend on Drawings.
      b. Surface: Subway, Smooth.
      c. Fire Rating: Class C.
      d. Size: standard sizes are:
         1) Marlite Artizan FRP, Envue FRP & Symmetrix FRP.
            a) 48-inch x 120-inch x .090-inch nom.

2.3 MOLDINGS

A. PVC Trim: Thin-wall semi-rigid extruded PVC.
   1. M 350 Inside Corner, 10-foot length.
   2. M 360 Outside Corner, 10-foot length.
   3. M 365 Division, 10-foot length.
   4. M 370 Edge, 10-foot length.
   5. V 177 135 degree, inside corner, white only.
   6. V 179 135 degree, outside corner, white only.
   7. Color: White.

B. Outside Corner Guard:
   1. M 961 PVC Outside Corner Guard:
      a. Color: .

2.4 ACCESSORIES

A. Adhesive: Either of the following construction adhesives complying with ASTM C 557.
   1. Marlite C-551 FRP Adhesive - Water- resistant, non-flammable adhesive.
   2. Marlite C-915 Construction Adhesive - Flexible, water-resistant, solvent based adhesive, formulated for fast, easy application.
   3. Titebond Advanced Polymer Panel Adhesive – VOC compliant, non-flammable, environmentally safe adhesive.

B. Sealant:
   1. Marlite Brand - Color Match Sealant.

PART 3 - EXECUTION

3.1 PREPARATION

A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.
   1. Verify that stud spacing does not exceed 24 inches on-center.

B. Repair defects prior to installation.
   1. Level wall surfaces to panel manufacturer’s requirements. Remove protrusions and fill indentations.

3.2 INSTALLATION

A. Comply with manufacturer's recommended procedures and installation sequence.
B. Cut sheets to meet supports allowing 1/8-inch clearance for every 8-foot of panel.
   1. Cut and drill with carbide tipped saw blades or drill bits, or cut with shears.
C. Apply panels to board substrate, above base, vertically oriented with seams plumb and pattern aligned with adjoining panels.
   1. Install panels with manufacturer's recommended gap for panel field and corner joints.
      a. Adhesive trowel and application method to conform to adhesive manufacturer’s recommendations.
D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.
   1. All moldings must provide for a minimum 1/8-inch of panel expansion at joints and edges, to insure proper installation.
   2. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

3.3 CLEANING

A. Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner.
B. Refer to manufacturer's specific cleaning recommendations. Do not use abrasive cleaners.

END OF SECTION

SECTION 09 91 23 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surface preparation and the application of paint systems on the following interior substrates:
      a. Concrete masonry units (CMU).
      b. Steel.
      c. Cast iron.
      d. Galvanized metal.
      e. Aluminum (not anodized or otherwise coated).
      f. Gypsum board.
      g. Plaster.
   2. Fire and smoke assembly identification.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523, a matte flat finish.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, a high-side sheen flat, velvet-like finish.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, an eggshell finish.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523, a satin-like finish.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523, a semi-gloss finish.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523, a gloss finish.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
   1. Submit Samples on rigid backing, 8 inches square.
   2. Step coats on Samples to show each coat required for system.
   3. Label each coat of each Sample.
   4. Label each Sample for location and application area.

C. Product List: For each product indicated, include the following:
   1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
   2. VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials[, from the same product run,] that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   a. Vertical and Horizontal Surfaces: Provide samples of at least 25 sq. ft.
   b. Other Items: Architect will designate items or areas required.
   2. Final approval of color selections will be based on mockups.
      a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
   3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
   4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer;s label with the following information:
   1. Product name and type (description).
   2. Batch date.
   3. Color number.
   4. VOC content.
   5. Environmental handling requirements.
   6. Surface preparation requirements.
   7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F.
   1. Maintain containers in clean condition, free of foreign materials and residue.
   2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F.
B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.
C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
   1. If suspected lead paint is encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company products indicated or comparable product from 1 of the following:
   1. Benjamin Moore & Co.
   2. Glidden Professional, Division of PPG Architectural Finishes, Inc.
   3. PPG Architectural Finishes, Inc.
B. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
   1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

A. Standards: Provide products that comply with Manufacture¢s Premium 1st Quality standards indicated and like VOC limits.
B. Material Compatibility:
   1. Provide materials for use within each paint system that are compatible with 1 another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
C. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
   1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:
   1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
      a. Concrete: 12 percent.
      b. Masonry (Clay and CMU): 12 percent.
      c. Gypsum Board: 12 percent.
      d. Plaster: 12 percent.
   2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
   3. Plaster Substrates: Verify that plaster is fully cured.

C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
   1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.

F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

H. Aluminum Substrates: Remove loose surface oxidation.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
   1. Use applicators and techniques suited for paint and substrate indicated.
   2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
   3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following Work where exposed in equipment rooms:
   a. Equipment, including panelboards and switch gear.
   b. Uninsulated metal piping.
   c. Uninsulated plastic piping.
   d. Pipe hangers and supports.
   e. Metal conduit.
   f. Plastic conduit.
   g. Tanks that do not have factory-applied final finishes.
2. Paint the following Work where exposed in occupied spaces:
   a. Equipment, including panelboards.
   b. Uninsulated metal piping.
   c. Uninsulated plastic piping.
   d. Pipe hangers and supports.
   e. Metal conduit.
   f. Plastic conduit.
   g. Other items as directed by Architect.
3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

F. Fire and Smoke Assembly Identification: Where assembly types are identified in Drawings, provide stenciled identification in accessible concealed spaces and where noted in Drawings.
1. Assembly Types Requiring Identification: Fire walls, fire barriers, fire partitions, smoke barriers, and smoke partitions.
2. Accessible concealed spaces include below accessible floors, above ceilings, and attic spaces.
3. Locate within 15 feet of partition ends and at intervals not exceeding 30 feet measured horizontally.
4. Lettering not less than 3 inches in height with a minimum 3/8-inch stroke in a contrasting color.
5. Wording: "Fire and/or smoke barrier - Protect all openings."

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
B. Contractor shall touch up and restore painted surfaces damaged by testing.
   1. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
C. Protect Work of other trades against damage from paint application. Correct damage to Work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. CMU Substrates:
   1. Water-Based Light Industrial Coating System:
      a. Block Filler: Block filler, latex, interior/exterior: S-W PrepRite Block Filler, B25W25, at 100 to 200 sq. ft. per gal.
      b. Match existing topcoat finish: Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
      c. Match existing topcoat finish: Topcoat: Light industrial coating, interior, water based, eggshell (Gloss Level 3): S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
      d. Match existing topcoat finish: Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5): S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
B. Metal Substrates (Aluminum, Steel, Galvanized Steel):
      a. at 5.0 to 10.0 mils wet, 2.0 to 4.0 mils dry.
      b. Intermediate Coat: Water-based acrylic-alkyd, interior, matching topcoat.
      c. Topcoat: Water-based acrylic-alkyd, semi-gloss, interior: S-W ProMar 200 Waterbased Acrylic-Alkyd Semi-Gloss, B34-8200 Series, at 4.0 mils wet, 1.7 mils dry, per coat.

C. Gypsum Board Plaster Substrates:
   1. Water-Based Light Industrial Coating System:
      a. Prime Coat: Primer sealer, latex, interior: S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils wet, 1.5 mils dry.
      b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
      c. Topcoat: Light industrial coating, interior, water based, eggshell (Gloss Level 3): S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

END OF SECTION

SECTION 10 21 13.13 - METAL TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Painted steel toilet compartments.
B. Related Requirements:
   1. Section 10 28 13 "Toilet Accessories" for toilet tissue dispensers, grab bars, purse shelves, and similar accessories mounted on toilet compartments.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for toilet compartments.
B. Shop Drawings: For toilet compartments.
   1. Include plans, elevations, sections, and attachment details.
   2. Show locations of cutouts for compartment-mounted toilet accessories.
   3. Show locations of reinforcements for compartment-mounted grab bars and locations of blocking for surface-mounted toilet accessories.
   4. Show locations of centerlines of toilet fixtures.
   5. Show locations of floor drains.
C. Samples for Verification: For the following products, in manufacturer's standard sizes unless otherwise indicated:
   1. Each type of material, color, and finish required for toilet compartments, prepared on 6-inch- square Samples of same thickness and material indicated for Work.
   2. Each type of hardware and accessory.
D. Product Schedule: For toilet compartments, prepared by or under the supervision of supplier, detailing location and selected colors for toilet compartment material.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For toilet compartments to include in maintenance manuals.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Door Hinges: One hinge(s) with associated fasteners.
   2. Latch and Keeper: One latch(es) and keeper(s) with associated fasteners.
   3. Door Bumper: One door bumper(s) with associated fasteners.
   4. Door Pull: One door pull(s) with associated fasteners.
   5. Fasteners: 10 fasteners of each size and type.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than [**25**] <**Insert value**> percent.

B. Regulatory Requirements: Comply with applicable provisions in [**the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities**] [**and**] [**ICC A117.1**] for toilet compartments designated as accessible.

2.2 PAINTED STEEL TOILET COMPARTMENTS <Insert drawing designation>

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. ASI Accurate Partitions.
   2. ASI Global Partitions.
   3. Metpar Corp.

B. Toilet-Enclosure Style: Overhead braced.

C. Door, Panel, and Pilaster Construction: Seamless, metal facing sheets pressure laminated to core material; with continuous, interlocking molding strip or lapped-and-formed edge closures; corners secured by welding or clips and exposed welds ground smooth. Exposed surfaces shall be free of pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections.
   1. Core Material: Manufacturer's standard sound-deadening honeycomb of resin-impregnated kraft paper in thickness required to provide finished thickness of 1 inch for doors and panels and 1-1/4 inches for pilasters.
   2. Grab-Bar Reinforcement: Provide concealed internal reinforcement for grab bars mounted on units of size and material adequate for panel to withstand applied downward load on grab bar of at least 250 lbf, when tested according to ASTM F446, without deformation of panel.
   3. Tapping Reinforcement: Provide concealed reinforcement for tapping (threading) at locations where machine screws are used for attaching items to units.

D. Facing Sheets and Closures: hot-dip galvanized-steel sheet with nominal base-metal (uncoated) thicknesses as follows:
   1. Pilasters, Braced at Both Ends: Manufacturer's standard thickness, but not less than 0.036 inch.
   2. Pilasters, Unbraced at One End: Manufacturer's standard thickness, but not less than 0.048 inch.
   3. Panels: 0.036 inch.
   4. Doors: Manufacturer's standard thickness, but not less than 0.030 inch.

E. Pilaster Shoes: Formed from stainless steel sheet, not less than 0.031-inch nominal thickness and 3 inches high, finished to match hardware.

F. Pilaster Sleeves (Caps): Formed from stainless steel sheet, not less than 0.031-inch nominal thickness and 3 inches high, finished to match hardware.

G. Brackets (Fittings):
   1. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.

H. Steel Sheet Finish: Immediately after cleaning and pretreating, apply manufacturer's standard baked-on finish, including thermosetting, electrostatically applied, and powder coatings. Comply with coating manufacturer's written instructions for applying and baking.
   1. Color: Match existing.

2.3 HARDWARE AND ACCESSORIES

A. Manufacturer's Standard Operating Hardware and Accessories:
   1. Material: Stainless steel.
   2. Hinges: Manufacturer's standard paired, self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees, allowing emergency access by lifting door.
   3. Latch and Keeper: Manufacturer's standard recessed latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
   4. Coat Hook: Manufacturer's standard combination hook and rubber-tipped bumper, sized to prevent in-swinging door from hitting compartment-mounted accessories.
   5. Door Bumper: Manufacturer's standard rubber-tipped bumper at out-swinging doors.
   6. Door Pull: Manufacturer's standard unit at out-swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.

B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.

C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel compatible with related materials.

2.4 MATERIALS

A. Steel Sheet: Commercial steel sheet for exposed applications; mill phosphatized and selected for smoothness.
   1. Hot-Dip Galvanized: ASTM A653/A653M, either hot-dip galvanized or galvannealed.

B. Stainless Steel Castings: ASTM A743/A743M.

2.5 FABRICATION

A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories, and solid blocking within panel where required for attachment of toilet accessories.

B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

C. Door Size and Swings: Unless otherwise indicated, provide 24-inch- wide, in-swinging doors for standard toilet compartments and 36-inch- wide, out-swinging doors with a minimum 32-inch- wide, clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the Work.
   1. Confirm location and adequacy of blocking and supports required for installation.
B. Proceed with installation only after unsatisfactory conditions have been corrected.
C. Coordinate layout and installation of supports, inserts, and anchors built into other units of work for toilet compartment anchorage.

3.2 INSTALLATION

A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position indicated with manufacturer's recommended anchoring devices.
   1. Maximum Clearances:
      a. Pilasters and Panels: 1/2 inch.
      b. Panels and Walls: 1 inch.
   2. Full-Height (Continuous) Brackets: Secure panels to walls and to pilasters with full-height brackets.
      a. Align brackets at pilasters with brackets at walls.
B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than two fasteners. Hang doors to align tops of doors with tops of panels, and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

3.3 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION

SECTION 10 21 13.19 - PLASTIC TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Solid-plastic toilet compartments configured as toilet enclosures urinal screens.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 10 28 00 "Toilet, Bath, and Laundry Accessories" for toilet tissue dispensers, grab bars, purse shelves, and similar accessories mounted on toilet compartments.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for toilet compartments.

B. Shop Drawings: For toilet compartments.
   1. Include Plans, elevations, Sections, details, and attachment details.
   2. Show locations of cutouts for compartment-mounted toilet accessories.
   3. Show locations of centerlines of toilet fixtures.
   4. Show locations of floor drains.
   5. Show ceiling grid, ceiling-mounted items, and overhead support or bracing locations.

C. Samples for Verification: For the following products, in manufacturer's standard sizes unless otherwise indicated:
   1. Each type of material, color, and finish required for toilet compartments, prepared on 6-inch square samples of same thickness and material indicated for Work.
   2. Each type of hardware and accessory.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For toilet compartments to include in maintenance manuals.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents and source.
   1. Door Hinges: 1 hinge(s) with associated fasteners.
   2. Latch and Keeper: 1 latch(es) and keeper(s) with associated fasteners.
   3. Door Bumper: 1 bumper(s) with associated fasteners.
   4. Door Pull: 1 door pull(s) with associated fasteners.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: 25 or less.
   2. Smoke-Developed Index: 450 or less.

B. Regulatory Requirements: Comply with applicable provisions in [**the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities**] [**and**] [**ICC A117.1**] for toilet compartments designated as accessible.

2.2 SOLID-PLASTIC TOILET COMPARTMENTS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by 1 of the following:
   1. Bradley Corporation; Mills Partitions.
   2. General Partitions Mfg. Corp.
   3. Global Steel Products Corp.
   4. Hadrian Manufacturing Inc.
   5. Marlite.
   6. Scranton Products.

B. Toilet-Enclosure Style: Overhead braced.

C. Urinal-Screen Style: Wall hung.

D. Door, Panel, Screen, and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1-inch thick, seamless, with eased edges, and with homogenous color and pattern throughout thickness of material.
   1. Heat-Sink Strip: Manufacturer's standard continuous, stainless-steel strip fastened to exposed bottom edges of solid-plastic components to hinder malicious combustion.
   2. Color and Pattern: 1 color and pattern in each room as indicated by manufacturer's designations and as indicated on Interior Material Legend.

E. Pilaster Shoes: Manufacturer's standard design; stainless steel.

F. Urinal-Screen Post: Manufacturer's standard post design of material matching the thickness and construction of pilasters; with shoe and sleeve (cap) matching that on the pilaster.

G. Brackets (Fittings):
   1. Stirrup Type: Ear or U-brackets, stainless steel.

H. Overhead Cross Bracing for Ceiling-Hung Units: As recommended by manufacturer and fabricated from solid polymer.

2.3 HARDWARE AND ACCESSORIES

A. Hardware and Accessories: Manufacturer's heavy-duty operating hardware and accessories.
   1. Hinges: Manufacturer's minimum 0.062-inch thick stainless-steel paired, self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees, allowing emergency access by lifting door. Mount with through-bolts.
   2. Latch and Keeper: Manufacturer's heavy-duty surface-mounted cast-stainless-steel latch unit designed to resist damage due to slamming, with combination rubber-faced door strike and keeper, and with provision for emergency access. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible. Mount with through-bolts.
   3. Coat Hook: Manufacturer's heavy-duty combination cast stainless steel hook and rubber-tipped bumper, sized to prevent in-swinging door from hitting compartment-mounted accessories. Mount with through-bolts.
   4. Door Bumper: Manufacturer's heavy-duty rubber-tipped cast stainless steel bumper at out-swinging doors. Mount with through-bolts.
   5. Door Pull: Manufacturer's heavy-duty cast stainless steel pull that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible. Mount with through-bolts.

B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.

C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless-steel, hot-dip galvanized-steel, or other rust-resistant, protective-coated steel compatible with related materials.

2.4 MATERIALS

A. Stainless-Steel Sheet: ASTM A 666, Type 304, stretcher-leveled standard of flatness.

B. Stainless-Steel Castings: ASTM A 743.

2.5 FABRICATION

A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.

B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

C. Door Size and Swings: Unless otherwise indicated, provide 204-inch wide, in-swinging doors for standard toilet compartments and 36-inch wide, out-swinging doors with a minimum 32-inch wide, clear opening for compartments designated as accessible.

D. Urinal Screens: Less than or equal to 22 inches deep.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the Work.
   1. Confirm location and adequacy of blocking and supports required for installation.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
   1. Maximum Clearances:
      a. Pilasters and Panels: 1/2-inch.
      b. Panels and Walls: 1-inch.
   2. Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than 3 brackets attached at midpoint and near top and bottom of panel.
      a. Locate wall brackets so holes for wall anchors occur in masonry or tile joints.
      b. Align brackets at pilasters with brackets at walls.

B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than 2 fasteners. Hang doors to align tops of doors with tops of panels, and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

C. Urinal Screens: Attach with anchoring devices to suit supporting structure. Set units level and plumb, rigid, and secured to resist lateral impact.

3.3 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION

SECTION 10 28 13 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Public-use washroom accessories.
   2. Public-use shower room accessories.
   3. Underlavatory guards.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
   2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
   1. Identify locations using room designations indicated.

1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranties.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manuals.

1.6 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, visible silver spoilage defects.
   2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 OWNER-FURNISHED MATERIALS

A. Owner-Furnished Materials: .
   1. Paper towel dispensers.
   2. Toilet tissue dispensers.
   3. Soap dispensers.

2.2 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
B. Structural Performance: Design accessories and fasteners to comply with the following requirements:
   1. Grab Bars: Installed units are able to resist 250 lbf concentrated load applied in any direction and at any point.
   2. Shower Seats: Installed units are able to resist 360 lbf applied in any direction and at any point.

2.3 PUBLIC-USE WASHROOM ACCESSORIES

A. Source Limitations: Obtain public-use washroom accessories from single source from single manufacturer.
B. Toilet Tissue (Roll) Dispenser TTD:
   1. Manufacturers: Basis of Design product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model B-2888, or equal products by one of the following:
      a. American Specialties, Inc.
      b. Bradley Corporation.
      c. GAMCO Specialty Accessories; a division of Bobrick.
      d. Tubular Specialties Manufacturing, Inc.
   2. Description: Double-roll dispenser.
   3. Mounting: Surface mounted.
   4. Capacity: Designed for 5-inch- diameter tissue rolls.
   5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
C. Paper Towel (Folded) Dispenser PTD:
   1. Manufacturers: Basis of Design product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model B-262, or equal products by one of the following:
      a. American Specialties, Inc.
      b. Bradley Corporation.
      c. GAMCO Specialty Accessories; a division of Bobrick.
      d. Tubular Specialties Manufacturing, Inc.
   2. Mounting: Surface mounted.
   3. Minimum Capacity: 400 C-fold or 525 multifold towels.
   4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
   5. Lockset: Tumbler type.
   6. Refill Indicator: Pierced slots at sides or front.
D. Waste Receptacle <WR>:

1. Manufacturers: Basis of Design Product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model 3644, or equal products by one of the following:
    a. American Specialties, Inc.
    b. Bradley Corporation.
    c. GAMCO Specialty Accessories; a division of Bobrick.
2. Mounting: Semirecessed .
3. Minimum Capacity: 12 gal.
4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
5. Liner: Flush internal fit liner.

E. Soap Dispenser SD:
1. Manufacturers: Basis of Design Product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model 2111, or equal products by one of the following:
    a. American Specialties, Inc.
    b. Bradley Corporation.
    c. GAMCO Specialty Accessories; a division of Bobrick.
    d. Tubular Specialties Manufacturing, Inc.
2. Mounting: Vertically oriented, surface mounted.

F. Grab Bar GB:
1. Manufacturers: Basis of Design Product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model 6806 products or equal by one of the following:
    a. American Specialties, Inc.
    b. Bradley Corporation.
    c. GAMCO Specialty Accessories; a division of Bobrick.
    d. Tubular Specialties Manufacturing, Inc.
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 0.05 inch thick.
    a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin) on ends and slip-resistant texture in grip area.
4. Outside Diameter: 1-1/2 inches.
5. Configuration and Length: As indicated on Drawings .

G. Sanitary-Napkin Disposal Unit SND:
1. Manufacturers: Basis of Design Product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc, model B254, or equal products by one of the following:
    a. American Specialties, Inc.
    b. Bradley Corporation.
    c. GAMCO Specialty Accessories; a division of Bobrick.
    d. Tubular Specialties Manufacturing, Inc.

H. Mirror Unit MIR:
1. Manufacturers: Basis of Design product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc, model B-290 1836, or equal products by one of the following:
    a. American Specialties, Inc.
    b. Bradley Corporation.
    c. GAMCO Specialty Accessories; a division of Bobrick.
    d. Tubular Specialties Manufacturing, Inc.
2. Frame: Stainless steel angle, 0.75 inch thick.
    a. Corners: Welded and ground smooth.

3. Size: [As indicated on Drawings] <18 inches by 36 inches>.
4. Hangers: Manufacturer's standard rigid, tamper and theft resistant.

2.4 PUBLIC-USE SHOWER ROOM ACCESSORIES

A. Source Limitations: Obtain public-use shower room accessories from single source from single manufacturer.

B. Shower Curtain Rod <SCR>:
1. Manufacturers: Basis of Design product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model B-6047, or equal products by one of the following:
a. American Specialties, Inc.
b. Bradley Corporation.
c. GAMCO Specialty Accessories; a division of Bobrick.
d. Tubular Specialties Manufacturing, Inc.
2. Description: 1-1/4-inch- outside diameter, straight rod.
3. Mounting Flanges: Concealed fasteners; in material and finish matching rod.
4. Rod Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

C. Shower Curtain SC:
1. Manufacturers: Basis of Design product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model 204-2, or equal products by one of the following:
a. American Specialties, Inc.
b. Bradley Corporation.
c. GAMCO Specialty Accessories; a division of Bobrick.
d. Tubular Specialties Manufacturing, Inc.
2. Size: Minimum 6 inches wider than opening by 72 inches high.
3. Material: Vinyl, minimum 0.006 inch thick, opaque, matte.
4. Color: White.
5. Grommets: Corrosion resistant at minimum 6 inches o.c. through top hem.
6. Shower Curtain Hooks: Chrome-plated or stainless steel, spring wire curtain hooks with snap fasteners, sized to accommodate specified curtain rod. Provide one hook per curtain grommet.

D. Folding Shower Seat FSS:
1. Manufacturers: Basis of Design productd: Subject to compliance with requirements, provide Bobrick Washroom Equipmetn, Inc., model B-5181, or equal products by one of the following:
a. American Specialties, Inc.
b. Bradley Corporation.
c. GAMCO Specialty Accessories; a division of Bobrick.
d. Tubular Specialties Manufacturing, Inc.
2. Configuration: L-shaped seat, designed for wheelchair access .
3. Seat: Phenolic or polymeric composite of slat-type or one-piece construction in color as selected by Architect.
4. Mounting Mechanism: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

E. Robe Hook RH:
1. Manufacturers: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc., model B-212, or equal products by one of the following:
a. American Specialties, Inc.
b. Bradley Corporation.

c. GAMCO Specialty Accessories; a division of Bobrick.
d. Tubular Specialties Manufacturing, Inc.

2. Description: Single-prong unit.
3. Material and Finish: Aluminum casting, matte finish.

2.5 UNDERLAVATORY GUARDS

A. Underlavatory Guard :
1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
a. Buckaroos, Inc.
b. Plumberex Specialty Products, Inc.
c. Truebro by IPS Corporation.
2. Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.
3. Material and Finish: Antimicrobial, molded plastic, white.

2.6 MATERIALS

A. Steel Sheet: ASTM A1008/A1008M, Designation CS (cold rolled, commercial steel), 0.036-inch- minimum nominal thickness.
B. Galvanized-Steel Sheet: ASTM A653/A653M, with G60 hot-dip zinc coating.
C. Galvanized-Steel Mounting Devices: ASTM A153/A153M, hot-dip galvanized after fabrication.
D. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
E. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.7 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
1. Remove temporary labels and protective coatings.
B. Grab Bars: Install to comply with specified structural-performance requirements.
C. Shower Seats: Install to comply with specified structural-performance requirements.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
B. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION

SECTION 10 44 16 - FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.
B. Related Requirements:
1. Divisions 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher and mounting brackets.

1.3 INFORMATIONAL SUBMITTALS

A. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire extinguishers to include in maintenance manuals.

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
a. Failure of hydrostatic test according to NFPA 10.
b. Faulty operation of valves or release levers.
2. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
1. Provide fire extinguishers approved, listed, and labeled by FM Global.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Fire Extinguishers: Type, size, and capacity for each mounting bracket (FEB) indicated.
   1. Basis-of-Design Product: Subject to compliance with requirements, provide Larsens Manufacturing Company; MP10 or comparable product by one of the following:
      a. Amerex Corporation.
      b. JL Industries, Inc.; a division of the Activar Construction Products Group.
      c. Potter Roemer LLC.
      d. Pyro-Chem; Tyco Safety Products.
   2. Valves: Manufacturer's standard.
   3. Handles and Levers: Manufacturer's standard.
   4. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.

2.3 MOUNTING BRACKETS (FEB)

A. Mounting Brackets: Manufacturer's standard[galvanized] steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or red baked-enamel finish.
   1. Basis-of-Design Product: Subject to compliance with requirements, provide [product indicated on Drawings] <Larsens Manufacturing Company; FE Bracket 846> or comparable product by one of the following:
      a. Amerex Corporation.
      b. JL Industries, Inc.; a division of the Activar Construction Products Group.
      c. Potter Roemer LLC.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fire extinguishers for proper charging and tagging.
   1. Remove and replace damaged, defective, or undercharged fire extinguishers.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
B. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION

SECTION 12 36 16 - METAL COUNTERTOPS & STAINLESS STEEL SINKS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Stainless-steel countertops.
   2. Stainless-steel sinks.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For metal fabrications.
   1. Include Plans, Sections, details, and attachments to other Work. Detail fabrication and installation, including field joints.
   2. For countertops, show locations and sizes of cutouts and holes for items installed in metal countertops.

PART 2 - PRODUCTS

2.1 STAINLESS-STEEL FABRICATIONS

A. Countertops: Fabricate from 0.062-inch thick, stainless-steel sheet. Provide smooth, clean exposed tops and edges in uniform plane, free of defects. Provide front and end overhang of 1-inch over the base cabinets.
   1. Joints: Fabricate countertops without field-made joints in sections for joining in field, with joints at locations indicated.
   2. Weld shop-made joints.
   3. Sound deaden the undersurface with heavy-build mastic coating.
   4. Extend the top down to provide a 1-inch thick edge with a 1/2-inch return flange.
   5. Form the backsplash coved to and integral with top surface, with a 1/2-inch thick top edge and 1/2-inch return flange.
   6. Provide raised (marine) edge around perimeter of tops containing sinks; pitch tops containing sinks 2 ways to provide drainage without channeling or grooving.

B. Stainless-Steel Sinks: Fabricate from stainless-steel sheet, not less than 0.050-inch nominal thickness. Fabricate with corners rounded and coved to at least 5/8-inch radius. Slope the sink bottoms to outlet without channeling or grooving. Provide continuous butt-welded joints.
   1. Provide sizes indicated or manufacturer's closest standard size of equal or greater volume, as approved by Architect.
   2. Provide single bowl, Size: 20 inches square.
   3. Provide double-wall construction for sink partitions with top edge rounded to at least 1/2-inch diameter.
   4. Factory punch holes for fittings.
   5. Provide sinks with stainless-steel strainers and tailpieces.

6. Factory weld sinks to stainless-steel countertops to provide 1, integral unit.
7. Apply 1/8-inch thick coating of heat-resistant, sound-deadening mastic to undersink surfaces.

2.2 MATERIALS

A. Stainless-Steel Sheet: ASTM A 240, Type 304.
B. Sealant for Countertops: Manufacturer's standard sealant that complies with applicable requirements in Section 07 92 00 "Joint Sealants" and the following:
   1. Mildew-Resistant Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, silicone.
   2. Joint Sealant: Single component, nonsag, neutral curing, silicone; Class 25.
   3. Color: Clear.

2.3 STAINLESS-STEEL FINISH

A. Grind and polish surfaces to produce uniform, directional satin finish matching No. 4 finish, with no evidence of welds and free of cross scratches. Run grain with long dimension of each piece. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces clean.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install metal countertops level, plumb, and true; shim as required, using concealed shims.
B. Field Jointing: Where possible, make field jointing in the same manner as shop jointing; use fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
C. Secure countertops to cabinets with Z- or L-type fasteners or equivalent; use 2 or more fasteners at each front, end, and back.
D. Abut top and edge surfaces in 1 true plane, with internal supports placed to prevent deflection.
E. Seal junctures of countertops, splashes, and walls with sealant for countertops.
F. Wall-Mounted Shelves: Fasten to supporting construction through upturned back edge at not less than 24 inches o.c.
   1. For framed construction, fasten through wall or partition finishes directly to framing, blocking, or reinforcements.
G. Protection: Provide 6-mil plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.

END OF SECTION

SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipe hangers and supports.
   2. Hanger rods.
   3. Formed steel channel.
   4. Equipment bases and supports.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 10 00 “Concrete Forming and Accessories” for execution requirements for placement of inserts, or sleeves in concrete forms specified by this Section.
   3. Section 03 30 00 “Cast-In-Place Concrete” for execution requirements for placement of concrete housekeeping pads specified by this Section.
   4. Section 22 11 00 “Facility Water Distribution” for execution requirements for placement of hangers and supports specified by this Section.
   5. Section 22 13 00 “Facility Sanitary Sewerage” for execution requirements for placement of hangers and supports specified by this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME B31.1 - Power Piping.
   2. ASME B31.5 - Refrigeration Piping.
   3. ASME B31.9 - Building Services Piping.

B. ASTM International:
   1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
   3. ASTM E814 - Standard Test Method for Fire Tests of Through Penetration Fire Stops.
   4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
   5. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.

C. American Welding Society:
   1. AWS D1.1 - Structural Welding Code - Steel.

D. FM Global:
   1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.

E. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
   2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
   3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements”
B. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
C. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
D. Manufacturer's Installation Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
B. Perform Work in accordance with State and local standard.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum 3 years’ experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years’ experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
B. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Refer to Section 23 05 00 “General Mechanical Requirements” for product warranties.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Plumbing Piping - DWV:
   1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, or MSS SP89.
   2. Hangers for Pipe Sizes 1/2- to 1-1/2-Inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
   3. Hangers for Pipe Sizes 2 Inches and Larger: Carbon steel, adjustable, clevis.
   4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   5. Wall Support for Pipe Sizes 3 Inches and Smaller: Cast iron hook.
   6. Wall Support for Pipe Sizes 4 Inches and Larger: Welded steel bracket and wrought steel clamp.
   7. Vertical Support: Steel riser clamp.

8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
9. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring.

B. Plumbing Piping - Water:
1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, or MSS SP89.
2. Hangers for Pipe Sizes 1/2- to 1-1/2-Inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
3. Hangers for Cold Pipe Sizes 2 Inches and Larger: Carbon steel, adjustable, clevis.
4. Hangers for Hot Pipe Sizes 2 to 4 Inches: Carbon steel, adjustable, clevis.
5. Hangers for Hot Pipe Sizes 6 Inches and Larger: Adjustable steel yoke, cast iron roll, double hanger.
6. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
7. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 Inches and Larger: Steel channels with welded spacers and hanger rods, cast iron roll.
8. Wall Support for Pipe Sizes 3 Inches and Smaller: Cast iron hook.
9. Wall Support for Pipe Sizes 4 Inches and Larger: Welded steel bracket and wrought steel clamp.
10. Wall Support for Hot Pipe Sizes 6 Inches and Larger: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron roll.
11. Vertical Support: Steel riser clamp.
12. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
13. Floor Support for Hot Pipe Sizes 4 Inches and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
14. Floor Support for Hot Pipe Sizes 6 Inches and Larger: Adjustable cast iron roll and stand, steel screws, and concrete pier or steel support.
15. Copper Pipe Support: Copper-plated, Carbon-steel ring.

2.2 ACCESSORIES

A. Hanger Rods: Mild steel threaded both ends, threaded on 1 end, or continuous threaded.

2.3 FORMED STEEL CHANNEL

A. Product Description: Galvanized 12-gauge thick steel. With holes 1-1/2 inches on center.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify openings are ready to receive sleeves.
B. Verify the existing conditions before starting Work.

3.2 PREPARATION

A. Obtain permission from Architect before using powder-actuated anchors.
B. Obtain permission from Architect before drilling or cutting structural members.

3.3 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1, ASME B31.5, ASME 31.9, ASTM F708, MSS SP 58, MSS SP 69, or MSS SP 89.
B. Support horizontal piping as scheduled.
C. Install hangers with minimum 1/2-inch space between finished covering and adjacent Work.
D. Place hangers within 12 inches of each horizontal elbow.
E. Use hangers with 1-1/2-inch minimum vertical adjustment.
F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.
G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
I. Support riser piping independently of connected horizontal piping.
J. Provide copper plated hangers and supports for copper piping.
K. Design hangers for pipe movement without disengagement of supported pipe.
L. Prime coat exposed steel hangers and supports. Refer to Division 09. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
M. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 22 07 00 “Plumbing Insulation.”

3.4 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 3-1/2 inches thick and extending 6 inches beyond supported equipment.
B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.
C. Construct supports of steel members, formed steel channel, or steel pipe and fittings. Brace and fasten with flanges bolted to structure.
D. Provide rigid anchors for pipes after vibration isolation components are installed.

3.5 INSTALLATION - FLASHING

A. Provide flexible flashing and metal counterflashing where piping penetrates weather or waterproofed walls, floors, and roofs.
B. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36- by 36-inch sheet size. Fasten flashing to drain clamp device.
C. Seal floormop sink drains watertight to adjacent materials.
D. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.6 FIELD QUALITY CONTROL

A. Inspect installed firestopping for compliance with Specifications and submitted schedule.

3.7 CLEANING

A. Clean adjacent surfaces of firestopping materials.

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3.8 PROTECTION OF FINISHED WORK

A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

SECTION 22 07 00 - PLUMBING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Plumbing piping insulation, jackets and accessories.
2. Plumbing equipment insulation, jackets and accessories.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM International:
1. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
2. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
3. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
5. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
6. ASTM C450 - Standard Practice for Fabrication of Thermal Insulating Fitting Covers for NPS Piping, and Vessel Lagging.
7. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
8. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
9. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
10. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
11. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
12. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).
13. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
14. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
15. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
16. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
17. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
18. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedule 40, 80, and 120.

19. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
20. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements”
B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
C. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Test pipe insulation for maximum flame spread index of 25 and maximum smoke developed index of not exceeding 50 in accordance with ASTM E84.
B. Pipe insulation manufactured in accordance with ASTM C585 for inner and outer diameters.
C. Factory fabricated fitting covers manufactured in accordance with ASTM C450.
D. Perform Work in accordance with State and local standard.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years’ experience.
B. Applicator: Company specializing in performing Work of this Section with minimum 3 years’ experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
B. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Refer to and Section 23 05 00 “General Mechanical Requirements” for product warranties.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Glass Fiber and Mineral Fiber Insulation
   1. Manufacturers:
      a. Johns Manville.
      b. Knauf.
      c. Owens Corning.
      d. Substitutions: Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements.”

2.2 PIPE INSULATION

A. TYPE P-1: ASTM C547, molded glass fiber pipe insulation.
   1. Thermal Conductivity: 0.23 at 75 degrees F.
   2. Operating Temperature Range: 0 to 850 degrees F.
   3. Vapor Barrier Jacket: ASTM C1136, Type I, factory applied reinforced foil kraft with self-sealing adhesive joints.
   4. Jacket Temperature Limit: minus 20 to 150 degrees F.

2.3 PIPE INSULATION JACKETS

A. PVC Plastic Pipe Jacket:
   1. Product Description: ASTM D1785, 1-piece molded type fitting covers and sheet material, off-white color.
   2. Thickness: 15 mil.
   3. Connections: Brush on welding adhesive.

2.4 PIPE INSULATION ACCESSORIES

A. Covering Adhesive Mastic: Compatible with insulation.
B. Closed Cell Elastomeric Insulation Pipe Hanger: Polyurethane insert with single piece construction with self-adhesive closure. Thickness to match pipe insulation.
C. Adhesives: Compatible with insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping has been tested before applying insulation materials.
B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION - PIPING SYSTEMS

A. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.
B. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of 1-hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Section 07 84 13 “Penetration Firestopping” for penetrations of assemblies with fire resistance rating greater than 1-hour.

C. Piping Systems Conveying Fluids Below Ambient Temperature:
   1. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, and expansion joints.
   2. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
   3. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.

D. Hot Piping Systems less than 140 degrees F:
   1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
   3. Do not insulate unions and flanges at equipment, but bevel and seal ends of insulation at such locations.

E. Inserts and Shields:
   1. Piping 1-1/2-Inch Diameter and Smaller: Install galvanized steel shield between pipe hanger and insulation.
   2. Piping 2-Inch Diameter and Larger: Install insert between support shield and piping and under finish jacket.
      a. Insert Configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.
      b. Insert Material: Compression resistant insulating material suitable for planned temperature range and service.
   3. Piping Supported by Roller Type Pipe Hangers: Install galvanized steel shield between roller and inserts.

F. Insulation Terminating Points:
   1. Condensate Piping: Insulate entire piping system and components to prevent condensation.

G. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces: Finish with PVC jacket and fitting covers.

H. Piping Exterior to Building: Provide vapor retarder jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor retarder cement. Cover with aluminum jacket with seams located at 3 or 9 o'clock position on side of horizontal piping with overlap facing down to shed water or on bottom side of horizontal piping.

I. Buried Piping: Insulate only where insulation manufacturer recommends insulation product may be installed in trench, tunnel or direct buried. Install factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with 1 mil thick aluminum foil sandwiched between 3 layers of bituminous compound; outer surface faced with polyester film.

J. Prepare pipe insulation for finish painting. Refer to Division 09.

K. Exposed PVC is not allowed in return air plenums. Cast iron, CPVC or PVC wrapped in insulation meeting 25/50 flame spread shall be used.

3.3 INSTALLATION - EQUIPMENT

A. Factory Insulated Equipment: Do not insulate.
B. Exposed Equipment: Locate insulation and cover seams in least visible locations.
C. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.
D. Equipment Containing Fluids Below Ambient Temperature:
    1. Insulate entire equipment surfaces.
    2. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
    3. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
    4. Finish insulation at supports, protrusions, and interruptions.
E. Equipment Containing Fluids 140 degrees F or Less:
    1. Do not insulate flanges and unions, but bevel and seal ends of insulation.
    2. Install insulation with factory-applied or field applied jackets, with or without vapor barrier. Finish with glass cloth and adhesive.
    3. Finish insulation at supports, protrusions, and interruptions.
F. Nameplates and ASME Stamps: Bevel and seal insulation around; do not cover with insulation.
G. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation for easy removal and replacement without damage.
H. Prepare equipment insulation for finish painting. Refer to Division 09.

3.4 SCHEDULES

A. Water Supply Services Piping Insulation Schedule:
    1. Domestic Hot Water Supply and Recirculation:
        a. Type: P-1.
        b. Thickness:
            1) Pipe Size 1-1/4 Inches and Smaller: 1.0-inch.
            2) Pipe Size 1-1/2 Inches and Larger: 1.5-inch.
    2. Domestic Cold Water:
        a. Type: P-1.
        b. Thickness:
            1) Pipe Size all sizes: 0.5-inch.
B. Drainage Services Piping Insulation Schedule:
    1. Roof Drain Bodies and Storm Piping – Horizontal Above Ground Within Building:
        a. Type: P-1.
        b. Thickness: 2-inch.

END OF SECTION

SECTION 22 11 00 - FACILITY WATER DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Domestic water piping, buried within 5 feet of building.
2. Domestic water piping, above grade.
3. Unions and flanges.
4. Valves.
5. Water hammer arrestors.
6. Mixing valves.

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 03 30 00 “Cast-In-Place Concrete” for execution requirements for placement of concrete house keeping pads specified by this Section.
3. Section 07 84 13 “Penetration Firestopping” for Product requirements for firestopping for placement by this Section.
4. Section 08 31 13 “Access Doors and Frames” for Product requirements for access doors for placement by this Section.
5. Section 09 90 00 “Painting” for Product and execution requirements for painting specified by this Section.
6. Section 22 05 29 “Hangers and Supports for Plumbing Piping and Equipment” for Product requirements for pipe hangers and supports for placement by this Section.
7. Section 22 07 00 “Plumbing Insulation” for Product and execution requirements for pipe insulation.
8. Section 23 05 53 “Identification for HVAC and Plumbing Piping and Equipment” for Product requirements for pipe identification and valve tags for placement by this Section.
9. Section 26 05 19 “Equipment Wiring Systems” for Execution requirements for electric connections to equipment specified by this Section.

1.2 REFERENCES

A. American National Standards Institute:
1. ANSI Z21.22 - Relief Valves for Hot Water Supply Systems.

B. American Society of Mechanical Engineers:
1. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
2. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
3. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
4. ASME B31.9 - Building Services Piping.
5. ASME B40.1 - Gauges - Pressure Indicating Dial Type - Elastic Element.
6. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.
7. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.

C. American Society of Sanitary Engineering:
1. ASSE 1010 - Performance Requirements for Water Hammer Arresters.
2. ASSE 1012 - Performance Requirements for Backflow Preventer with Intermediate Atmospheric Vent.

3. ASSE 1013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers and Reduced Pressure Fire Protection Principle Backflow Preventers.
4. ASSE 5013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers (RP) and Reduced Pressure Fire Protection Principle Backflow Preventers (RFP).
5. ASSE 5015 - Performance Requirements for Testing Double Check Backflow Prevention Assemblies (DC) and Double Check Fire Protection Backflow Prevention Assemblies (RPDF).

D. ASTM International:
1. ASTM A395 - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
2. ASTM A536 - Standard Specification for Ductile Iron Castings.
3. ASTM B32 - Standard Specification for Solder Metal.
4. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
5. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
6. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
7. ASTM E1 - Standard Specification for ASTM Thermometers.
8. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers.
9. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
10. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

F. American Water Works Association:

G. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 67 - Butterfly Valves.
3. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 85 - Cast Iron Globe & Angle Valves, Flanged and Threaded.
7. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
8. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

H. National Electrical Manufacturers Association:
1. NEMA 250 - Enclosures for Electrical Equipment (1,000 Volts Maximum).

I. Plumbing and Drainage Institute:
1. PDI WH201 - Water Hammer Arrester Standard.

J. Underwriters Laboratories Inc.:
1. UL 393 - Indicating Pressure Gauges for Fire-Protection Service.
2. UL 404 - Gauges, Indicating Pressure, for Compressed Gas Service.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for Submittal Procedures.

B. Product Data:
1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturer's catalog information.

2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
3. Domestic Water Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.
4. Pumps: Submit pump type, capacity, certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit installation instructions for pumps, valves and accessories.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of valves and equipment.
B. Operation and Maintenance Data: Submit spare parts list, exploded assembly views and recommended maintenance intervals.

1.5 QUALITY ASSURANCE

A. For drinking water service, provide valves complying with NSF 61.
B. Perform Work in accordance with State and local standard.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept valves and equipment on site in shipping containers with labeling in place. Inspect for damage.
B. Provide temporary protective coating on cast iron and steel valves.
C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements."

1.10 EXTRA MATERIALS

A. Furnish 2 packing kits for each size valve, 2 loose keys for outside hose bibs and hose end vacuum breakers for hose bibs for and 2 pump seals for each pump model.

PART 2 - PRODUCTS

2.1 DOMESTIC WATER PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Copper Tubing: ASTM B88, Type K annealed.
   1. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
   2. Joints: Compression connection or Brazed, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1,190 to 1,480 degrees F.

2.2 DOMESTIC WATER PIPING, ABOVE GRADE

A. Copper Tubing: ASTM B88, Type L hard drawn.
   1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
   2. Joints: ASTM B32, Alloy Grade Sb5 tin-antimony, or Alloy Grade Sn95 tin-silver, lead free solder AWS A5.8 Classification BCuP-3 or BCuP-4 silver braze.
   3. Copper press Fittings:
      a. Manufacturers:
         1) Viega.
         2) Ridge Tool Company.
      b. Press fittings: Copper and copper alloy press fittings shall conform to material requirements of ASME B 16.18 or ASME B16.22 and performance criteria of IAPMO PS117. Sealing elements for press fittings shall be EPDM. Sealing elements shall be factory installed. Press ends shall have SC (Smart Connect™) feature design (leakage path). In ProPress 1/2-inch to 4-inch dimensions the Smart Connect Feature assures leakage of fluids and/or gases from inside the system past the sealing element of an upressed connection. The function of this feature is to provide the installer quick and easy identification of connections which have not been pressed prior to putting the system into operation.

2.3 UNIONS AND FLANGES

A. Unions for Pipe 2 Inches and Smaller:
   1. Copper Piping: Class 150, bronze unions with soldered.
   2. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.
B. Flanges for Pipe 2-1/2 Inches and Larger:
   1. Copper Piping: Class 150, slip-on bronze flanges.
   2. Gaskets: 1/16-inch thick preformed neoprene gaskets.

2.4 BALL VALVES

A. Manufacturers:
   1. Nibco Inc.
   2. Milwaukee Valve Company.
   3. Apollo Flow Controls.
   4. Watts.
   5. Substitutions: Division 01 and Section 23 05 00 “General Mechanical Requirements” for substituted products.

B. 2 inches and Smaller: MSS SP 110, 600 psi WOG 2-piece bronze body, chrome plated brass ball, full port, teflon seats, blow-out proof stem, solder or threaded ends with union, and lever handle.

2.5 BUTTERFLY VALVES

A. Manufacturers:
   1. Nibco Inc.
   2. Milwaukee Valve Company.
   3. Apollo Flow Controls.
   4. Watts.
   5. Substitutions: Division 01 and Section 23 05 00 “General Mechanical Requirements” for substituted products.

B. 2-1/2 Inches and Larger: MSS SP 67, Class 200.
   1. Body: Cast or ductile iron, wafer, or lug ends, stainless steel stem, extended neck.
   2. Disc: Aluminum bronze.
   3. Seat: Resilient replaceable EPDM.
   4. Handle and Operator: 10 position lever handle.

2.6 CHECK VALVES

A. Horizontal Swing Check Valves:
   1. Manufacturers:
      a. Nibco Inc.
      b. Milwaukee Valve Company.
      c. Apollo Flow Controls.
      d. Substitutions: Division 01 and Section 23 05 00 “General Mechanical Requirements” for substituted products.
   2. 2 Inches and Smaller: MSS SP 80, Class 125, bronze body and cap, bronze seat, Buna-N disc, solder or threaded ends.
   3. 2-1/2 Inches and Larger: MSS SP 71, Class 125, cast iron body, bolted cap, bronze or cast iron disc, renewable disc seal and seat, flanged ends.

B. Spring Loaded Check Valves:
   1. Manufacturers:
      a. Nibco Inc.
      b. Milwaukee Valve Company.
      c. Substitutions: Division 01 and Section 23 05 00 “General Mechanical Requirements” for substituted products.
   2. 2 Inches and Smaller: MSS SP 80, Class 250, bronze body, in-line spring lift check, silent closing, Buna-N disc, integral seat, solder or threaded ends.
   3. 2-1/2 Inches and Larger: MSS SP 71, Class 125, wafer or globe style, cast iron body, bronze seat, center guided bronze disc, stainless steel spring and screws, flanged ends.

WATER HAMMER ARRESTORS

C. ASSE 1010; stainless steel, or copper construction, piston type sized in accordance with PDI WH-201.

D. Pre-charged suitable for operation in temperature range 34 to 250 degrees F and maximum 150 psi working pressure.

2.7 THERMOSTATIC MIXING VALVES

A. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment. Conform to ASSE 1070 to temper water to maximum 110 degrees F.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt, on inside and outside, before assembly.

3.3 INSTALLATION - THERMOMETERS AND GAUGES

A. Install 1 pressure gauge for each pump, locate taps before strainers and on suction and discharge of pump; pipe to gauge.
B. Install gauge taps in piping.
C. Install pressure gauges with pulsation dampers. Provide ball valve to isolate each gauge.
D. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inches for installation of thermometer sockets. Allow clearance from insulation.
E. Provide instruments with scale ranges selected according to service with largest appropriate scale.
F. Install gauges and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
G. Adjust gauges and thermometers to final angle, clean windows and lenses, and calibrate to zero.

3.4 INSTALLATION - BURIED PIPING SYSTEMS

A. Verify connection size, and location as indicated on Drawings.
B. Establish elevations of buried piping with not less than 2 ft. of cover.
C. Establish minimum separation of water from sanitary sewer piping in accordance with local code.
D. Remove scale and dirt on inside of piping before assembly.
E. Excavate pipe trench in accordance with Section 23 05 00 “General Mechanical Requirements.”
F. Route pipe in straight line.
G. Install pipe to allow for expansion and contraction without stressing pipe or joints.
H. Install shutoff valves at locations indicated on Drawings in accordance with this Section.
I. Metallic Pipe: Install plastic ribbon tape continuous over top of pipe, buried 12 inches above pipe line; coordinate with Section 23 05 00 “General Mechanical Requirements.”
J. Non-metallic pipe: Install trace wire continuous over top of pipe. buried 12 inches above pipe line; coordinate with Section 23 05 00 “General Mechanical Requirements.”
K. Pipe Cover and Backfilling:
    1. Backfill trench in accordance with Section 23 05 00 “General Mechanical Requirements.”

2. Maintain optimum moisture content of fill material to attain required compaction density.
3. After hydrostatic test, evenly backfill entire trench in accordance with 23 50 00 “General Mechanical Requirements.”
4. Evenly and continuously backfill remaining trench depth in uniform layers with backfill material.
5. Do not use wheeled or tracked vehicles for tamping.

3.5 INSTALLATION - ABOVE GROUND PIPING

A. Install non-conducting dielectric connections wherever jointing dissimilar metals.
B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
C. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.
D. Group piping whenever practical at common elevations.
E. Slope piping and arrange systems to drain at low points.
F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 07 00 “Plumbing Insulation.”
H. Provide access where valves and fittings are not accessible.
I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply 1 coat of zinc rich primer to welding.
J. Provide support for utility meters in accordance with requirements of utility companies.
K. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Division 09.
L. Install domestic water piping in accordance with ASME B31.9.
M. Sleeve pipes passing through partitions, walls and floors.
N. Install unions downstream of valves and at equipment or apparatus connections.
O. Install valves with stems upright or horizontal, not inverted.
P. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.
Q. Install ball or butterfly valves for shut-off and to isolate equipment, part of systems, or vertical risers.
R. Install ball or butterfly valves for throttling, bypass, or manual flow control services.
S. Provide lug end butterfly valves adjacent to equipment when functioning to isolate equipment.
T. Provide spring loaded check valves on discharge of water pumps.
U. Install potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibs.
V. Pipe relief from valves, back-flow preventers and drains to nearest floor drain.
W. Test backflow preventers in accordance with ASSE.
X. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping as shown on Drawings.

Y. Press connections: Copper press fittings shall be made in accordance with the manufacturer's installation instructions. The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the tubing to assure the tubing is fully engaged (inserted) in the fitting. The joint shall be pressed using the tool approved by the manufacturer.

3.6 FIELD QUALITY CONTROL

A. Test domestic water piping system in accordance with applicable code.

3.7 CLEANING

A. Prior to starting Work, verify system is complete, flushed and clean.
B. Verify pH of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
C. Inject disinfectant, free chlorine in liquid, powder and tablet or gas form, throughout system to obtain residual from 50 to 80 mg/L.
D. Bleed water from outlets to obtain distribution and test for disinfectant residual at minimum 15 percent of outlets.
E. Maintain disinfectant in system for 24 hours.
F. When final disinfectant residual tests less than 25 mg/L, repeat treatment.
G. Flush disinfectant from system until residual concentration is equal to incoming water or 1.0 mg/L.
H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

END OF SECTION

SECTION 22 13 00 - FACILITY SANITARY SEWERAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sanitary sewer piping buried within 5 feet of building.
   2. Sanitary sewer piping above grade.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 “Cast-In-Place Concrete” for execution requirements for placement of concrete specified by this Section.
   3. Section 07 84 13 “Penetration Firestopping” for Product requirements for firestopping for placement by this Section.
   4. Section 08 31 13 “Access Doors and Frames” for Product requirements for access doors for placement by this Section.
   5. Section 09 90 00 “Painting” for Product and execution requirements for painting specified by this Section.
   6. Section 22 05 29 “Hangers and Supports for Plumbing Piping and Equipment” for Product requirements for pipe hangers and supports and firestopping for placement by this Section.
   7. Section 22 07 00 “Plumbing Insulation” for Product and execution requirements for pipe insulation.
   8. Section 23 05 53 “Identification for HVAC and Plumbing Piping and Equipment” for Product requirements for pipe identification for placement by this Section.
   9. Section 26 05 19 “Equipment Wiring Systems” for Execution requirements for electric connections to equipment specified by this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
   2. ASME B16.3 - Malleable Iron Threaded Fittings.
   3. ASME B16.4 - Gray Iron Threaded Fittings.
   4. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings (DWV).
   5. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV.
   6. ASME B31.9 - Building Services Piping.

B. ASTM International:
   1. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
   2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
   3. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
   4. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
   5. ASTM A395 - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
   6. ASTM A536 - Standard Specification for Ductile Iron Castings.
   7. ASTM B32 - Standard Specification for Solder Metal.

8. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
9. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes.
10. ASTM B75 - Standard Specification for Seamless Copper Tube.
11. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
12. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.
13. ASTM B302 - Standard Specification for Threadless Copper Pipe, Standard Sizes.
14. ASTM B306 - Standard Specification for Copper Drainage Tube (DWV).
15. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
16. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
17. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
18. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections.
19. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
20. ASTM C1053 - Standard Specification for Borosilicate Glass Pipe and Fittings for Drain, Waste, and Vent (DWV) Applications.
21. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
22. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
23. ASTM D2241 - Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
24. ASTM D2464 - Standard Specification for Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
25. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
26. ASTM D2467 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
27. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
28. ASTM D2661 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste, and Vent Pipe and Fittings.
29. ASTM D2665 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.
30. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
31. ASTM D2751 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
32. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
33. ASTM D2996 - Standard Specification for Filament-Wound Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe.
34. ASTM D2997 - Standard Specification for Centrifugally Cast Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe.
35. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

36. ASTM D3262 - Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer Pipe.
37. ASTM D3517 - Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pressure Pipe.
38. ASTM D3754 - Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer and Industrial Pressure Pipe.
39. ASTM D3840 - Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Fittings for Nonpressure Applications.
40. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
41. ASTM F628 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste, and Vent Pipe with a Cellular Core.
42. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
43. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

C. Cast Iron Soil Pipe Institute:
1. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.
2. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.

D. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
3. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
7. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

E. Plumbing and Drainage Institute:
1. PDI G101 - Standard - Testing and Rating Procedure for Grease Interceptors.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittal Procedures.

B. Product Data:
1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturers catalog information.
2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
3. Hangers and Supports: Submit manufacturers catalog information including load capacity.

4. Sanitary Drainage Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.
5. Pumps: Submit pump type, capacity, certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit installation instructions for material and equipment.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of equipment and clean-outs.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Refer to Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Cast Iron Soil Pipe: ASTM A74, service weight, bell and spigot or plain ends.
   1. Fittings: Cast iron, ASTM A74.
   2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564 neoprene gaskets or lead and oakum.
B. Cast Iron Pipe: CISPI 301, hub-less.
   1. Fittings: Cast iron, CISPI 301.
   2. Joints: CISPI 310, neoprene gasket and stainless steel clamp and shield assemblies.
C. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material, bell and spigot solvent sealed ends.
   1. Fittings: PVC, ASTM D2729.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

D. PVC Pipe: ASTM D1785, Schedule 40, polyvinyl chloride (PVC) material, bell and spigot style solvent sealed joint ends.
   1. Fittings: ASTM D2466, Schedule 40, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 Solvent cement.
E. PVC Pipe: ASTM D2665 or ASTM D3034 SDR 26, polyvinyl chloride (PVC) material.
   1. Fittings: PVC, ASTM D2665 or ASTM D3034.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

2.2 SANITARY SEWER PIPING, ABOVE GRADE

A. Cast Iron Pipe: ASTM A74, service weight.
   1. Fittings: Cast iron, ASTM A74.
   2. Joints: ASTM C564, rubber gasket joint devices or lead and oakum.
B. Cast Iron Pipe: CISPI 301, hub-less, service weight.
   1. Fittings: Cast iron, CISPI 301.
   2. Joints: CISPI 310, neoprene gaskets and stainless steel clamp-and-shield assemblies.
C. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2729, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.
D. PVC Pipe: ASTM D2665, polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2665, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt, on inside and outside, before assembly.
C. Prepare piping connections to equipment with flanges or unions.
D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - BURIED PIPING SYSTEMS

A. Verify connection size, location, and invert are as indicated on Drawings.
B. Establish elevations of buried piping with not less than 2 feet of cover.
C. Establish minimum separation of sanitary sewer from other services in accordance with local code.
D. Remove scale and dirt on inside of piping before assembly.
E. Excavate pipe trench in accordance with Section 23 05 00 “General Mechanical Requirements.”
F. Install pipe to elevation as indicated on Drawings.
G. Route pipe in straight line.
H. Metallic Piping: Install plastic ribbon tape continuous over top of pipe buried 12 inches above pipe line. Refer to Section 22 05 53 “Identification for Plumbing Piping and Equipment.”

I. Non-metallic Pipe: Install trace wire continuous over top of pipe buried 12 inches above pipe line. Refer to Section 22 05 53 “Identification for Plumbing Piping and Equipment.”
J. Pipe Cover and Backfilling: in accordance with Section 23 05 00 “General Mechanical Requirements.”

3.4 INSTALLATION - ABOVE GROUND PIPING

A. Establish invert elevations, slopes drainage as required by local code.
B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Provide clearances at cleanout for snaking drainage system.
C. Encase exterior cleanouts in concrete flush with grade.
D. Install floor cleanouts at elevation to accommodate finished floor.
E. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
F. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
G. Install piping to maintain headroom. Do not spread piping, conserve space.
H. Group piping whenever practical at common elevations.
I. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
J. Provide clearance in hangers and from structure and other equipment for installation of insulation.
K. Install piping penetrating roofed areas to maintain integrity of roof assembly.
L. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply 1 coat of zinc rich primer to welding.
M. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Section 09 90 00 “Painting.”
N. Install bell and spigot pipe with bell end upstream.
O. Sleeve pipes passing through partitions, walls and floors.
P. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping. Refer to Section 07 84 13 “Penetration Firestopping.”
Q. Support cast iron drainage piping at every joint.
R. Exposed PVC is not allowed in return air plenums. Cast iron, CPVC or PVC wrapped in insulation meeting 25/50 flame spread shall be used.

3.5 FIELD QUALITY CONTROL

A. Test sanitary waste and vent piping system in accordance with applicable code.

END OF SECTION

SECTION 22 40 00 - PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Water closets.
   2. Urinals.
   3. Lavatories.
   4. Sinks.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
   2. ANSI Z358.1 - Emergency Eyewash and Shower Equipment.

B. Air-Conditioning and Refrigeration Institute:
   1. ARI 1010 - Self-Contained, Mechanically Refrigerated Drinking-Water Coolers.

C. American Society of Mechanical Engineers:
   1. ASME A112.6.1 - Floor-Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use.
   2. ASME A112.18.1 - Plumbing Fixture Fittings.
   3. ASME A112.19.1M - Enameled Cast Iron Plumbing Fixtures.
   4. ASME A112.19.2M - Vitreous China Plumbing Fixtures.
   5. ASME A112.19.4 - Porcelain Enameled Formed Steel Plumbing Fixtures.
   6. ASME A112.19.5 - Trim for Water-Closet Bowls, Tanks and Urinals.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittal procedures.

B. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.

C. Manufacturer's Installation Instructions: Submit installation methods and procedures.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for closeout procedures.

B. Operation and Maintenance Data: Submit fixture, trim, exploded view, and replacement parts lists.

1.5 QUALITY ASSURANCE

A. Perform Work according to State and local codes.
B. Provide products requiring electrical connections listed and classified by UL as suitable for purpose specified and indicated.
C. Provide plumbing fixture fittings according to ASME A112.18.1 that prevent backflow from fixture into water distribution system.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for product storage and handling requirements.
B. Accept fixtures on Site in factory packaging. Inspect for damage.
C. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.8 WARRANTY

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for product warranties and product bonds.

PART 2 - PRODUCTS

2.1 FIXTURES: Refer to Plumbing Fixture Schedule for Fixtures make, model number, and type.

A. Manufacturers:
1. Fixtures:
a. American Standard.
b. Sloan.
c. Kohler.
d. Bradley Corp.
e. Zurn Industries.
f. Symmons.
g. Woodford.
h. Stern Williams.
i. Halsey Taylor.
j. Murdock.
2. Stainless Steel Fixtures:
a. Just Mfg.
b. Elkay.
c. Acorn.
d. Bradley Corp.
e. Advance Tabco.

3. Commercial Brass:
   a. Moen.
   b. Kohler.
   c. T & S Brass.
   d. Chicago Faucets.
   e. Sloan.
4. Drainage Products:
   a. Watts.
   b. Wade.
   c. Josam.
   d. Sioux Chief.
   e. J.R. Smith.
   f. Zurn.
   g. Proset Trap Guard.
   h. Green Drain.
5. Mixing Valves:
   a. Armstrong.
   b. Bradley Corp.
   c. Leonard.
   d. Powers.
   e. Watts.
6. Separators:
   a. Vaughn Conctrete.
   b. Schier Products.
   c. Striem.
   d. Zurn-Green Turtle.
   e. Orion.
7. Substitutions: Section 23 05 00 “General Mechanical Requirements” for substitutions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify walls and floor finishes are prepared and ready for installation of fixtures.
B. Verify electric power is available and of correct characteristics.
C. Confirm millwork is constructed with adequate provision for installation of counter-top lavatories and sinks.

3.2 PREPARATION

A. Rough-in fixture piping connections according to minimum sizes indicated on the Plumbing fixture schedule for particular fixtures.

3.3 INSTALLATION

A. Install Work according to State and local codes.
B. Install each fixture with trap, easily removable for servicing and cleaning.
C. Provide chrome-plated rigid or flexible supplies to fixtures with Quarter turn stops, reducers, and escutcheons.
D. Install components level and plumb.

E. Install and secure fixtures in place with wall supports or carriers and bolts.
F. Seal fixtures to wall and floor surfaces with sealant as specified in Division 07, color to match fixture.
G. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.
H. For TAS or ADA accessible water closets, install flush valve with handle to wide side of stall.
I. For any plumbing fixture with an exposed p-trap provide a chrome plated cast brass p-trap with a cleanout plug, chrome plated outlet, and chrome plated cast brass escutcheon with set screw. Also provide a manufactured insulation kit made from molded closed cell vinyl that is anti-microbial and seamless. Each kit shall cover the tailpiece, p-trap, wall bend, both water supply stops, and both water risers.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Review millwork Shop Drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

A. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Do not permit use of fixtures before final acceptance.

END OF SECTION

SECTION 23 05 00 - GENERAL MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DESCRIPTION

A. Work covered by this Division shall consist of furnishing all labor, equipment, supplies, and materials and in performing all operations necessary for the installation of complete and operating mechanical systems as required by these Specifications and/or shown on the Drawings, subject to the terms and conditions of the Contract. The Work shall also include the completion of such mechanical and electrical details not mentioned or shown which are necessary for the successful operation of all systems described on the Drawings or required by these Specifications; this includes the furnishing all materials for the filling the systems to make them operable, including water, refrigerant, oil, and grease. Prove satisfactory operation of all equipment and controls to Architect on request.

B. Work Not Included: Certain labor, material, and equipment may be furnished and/or installed under other Divisions of these Specifications. This Contractor shall coordinate with other trades and arrange his work to make the part fit together. The following items are to be accomplished under other Divisions of these Specifications:
   1. Temporary Heat: Refer to paragraph in this Section.
   2. Temporary Water and Toilet: Refer to General Conditions.
   3. Roof Curbs: Refer to paragraph in this Section.
   4. Electrical Equipment and Wiring: Refer to paragraph in this Section.
   5. Concrete: Refer to paragraph in this Section.

C. Equipment Furnished by Owner: Rough-in services pipes to locations as required by Architectural and Mechanical Drawings and equipment Shop Drawings. Provide service valves on all pipes except waste and vent pipes. Final connection to equipment will be made by this Contractor.

1.3 BIDDING

A. All mechanical equipment shall be new unless specified otherwise in the Specifications or on the Drawings.

B. All Bids must be based only on the equipment and materials as scheduled on the Drawings and as specified or on equivalent equipment and materials. Any Contractor who assumes equivalence of products and who bases his proposal on that assumption does so at his own risk.

C. A listing of approved alternative manufacturers does not mean that all products of a particular alternative manufacturer are acceptable alternative to the scheduled items. All fixtures and devices must still be submitted according to the prescribed procedures. In addition, some items that have an important visual affect, e.g., electric water coolers, may be required to receive Owner's or Architect's approval also.

1.4 EXISTING UTILITIES

A. The Drawings indicate the locations, type, and sizes of various utilities within the site where known. These utilities are indicated as accurately as possible. If Contractor encounters any utilities during construction which are not shown on the Drawings, they shall ask for written instructions from Architect. Any relocation or remodeling required will then be directed by a change order. This Contractor shall assume all responsibility for protection of all utilities, shown or not, and for repair required by this construction.

B. Contractor shall verify location, size, elevation, pressure, and any other pertinent data of the existing utilities. Additional costs incurred due to failure to verify such data and to coordinate associated Work with respective utility providers shall not be Owner's responsibility but shall be borne by Contractor.

C. All costs associated with providing utilities including, but not limited to, connection fees, boring under roads, etc., shall be included in Contractor's proposal price, whether such costs are incurred by Contractor or charged by the utility company.

D. Submission of a proposal by Contractor shall be considered an acknowledgment by Contractor of his compliance with this Section.

1.5 CODES, PERMITS, AND FEES

A. Contractor shall comply with all local, state, and national codes and shall pay for all applicable costs, fees, permits, licenses, and inspections for this Division.

1.6 TEMPORARY HEAT

A. Temporary heat will be furnished by General Contractor. Use of the permanent heating system will not be allowed without written authorization from Architect and Owner. In case the permanent heating system is used for temporary heat, General Contractor shall pay all the costs until acceptance by Owner. Warranty of equipment shall not start until acceptance by Owner.

1.7 DRAWINGS

A. Contract Drawings are diagrammatic only and are not intended to be scaled for dimensions. All dimensions shall be taken from Architectural Drawings, certified equipment Drawings, and from the structure itself before fabricating and Work. All space requirements and equipment locations shall be verified, coordinated with other trades, as it is the various Contractors' responsibility to install the systems complete in the space provided without extra charges to Owner.

B. It is intended that anything, whether labor and materials, which is usually furnished as part of any equipment specified and which is necessary for operation shall be furnished as part of the Contract without additional cost, whether or not shown or described.

C. All piping in finished areas of the building shall be concealed except where otherwise noted on the Drawings.

D. All equipment shall be installed in accordance with manufacturer's recommendations, unless approval is given in writing by Architect for deviation.

1.8 REQUIREMENTS OF REGULATORY AGENCIES

A. The mechanical Work shall be performed in strict accordance with the local and state codes, ordinances, and regulations governing the particular Work involved. Furnish, without extra charge, any additional material and labor when and where required to comply with these Rules and Regulations, though the Work is not mentioned in the Specifications or shown on the Drawings. When the Specifications or Drawings call for or describe materials or construction of a better quality or larger sizes than required by the above mentioned Rules and Regulations, the provisions of these Specifications and accompanying Drawings shall take precedence.

1.9 QUALIFICATIONS

A. All mechanics shall be capable journeymen, skilled in the Work assigned to them with licensing required by the inspecting authority. All welders must have been certified within the past 3 years to perform the Work which they are doing.

1.10 WARRANTY

A. All materials and equipment shall be new unless otherwise specified.
B. Guarantee all workmanship, material and equipment and replace any found defective without cost to Owner, for 1 year after final acceptance, as defined in General Conditions.
C. Each warranty for longer than 1 year as described above (that comes with equipment used on the job) shall be passed into Owner in the Operation and Maintenance Manual, along with the dates of start and end of warranty.
D. Refer to General Conditions for additional information regarding specific warranty requirements.

1.11 PROJECT RECORD DOCUMENTS

A. Before final payment, provide Architect with 1 clean set of Drawings and Specifications corrected up-to-date as job progress. These documents shall reflect the As-Built conditions. Refer to General Conditions for additional information.

1.12 SUBMITTALS

A. The intent of this Section is to give general submittal information; refer to specific submittal information in the subsequent Mechanical Sections.
B. Sale of Electronic CADD Files:
   1. Refer to Architectural Specification Section 01 33 00 "Submittal Procedures" OR call the Parkhill, office issuing this Project and request the pricing for electronic files.
C. Within 10 days after award of the Contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Submittal shall be electronic using .pdf file extension.

D. Requirements for Each Submittal:
   1. Bear a dated stamp or specific written indication that Contractor has reviewed and approved all submittal prior to submission to Architect.
   2. Have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection (approval by Architect shall not extend to these areas unless specifically noted by Architect).
   3. Be clearly and SPECIFICALLY marked as to which specific piece of equipment is being submitted, bye use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page.
   4. Be clearly marked as to which available options are being submitted that are associated with a piece of equipment.
   5. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable the Architect to review the proposed equipment.

E. Omission by Contractor of any of the above requirements or submittals will subject submittal to automatic rejection without review.

F. Any submittals received by Architect that were not requested shall be returned without review of any kind.

G. Installation Instructions: For certain products or systems as identified in subsequent Specifications Sections or on the Drawings, Contractor shall be required to provide copies of manufacturer's installation instructions with the submittal. When required as such, the installation instructions are considered part of the submittal and their omission may result in automatic rejection of the submittal. Where more than 1 identical device is scheduled, only 1 set of installation instructions needs to be submitted; e.g., if seven 5-ton split systems air conditions are scheduled, only one 5-ton unit installation instruction needs to be submitted. Similarly, if 1 set of installation instructions is identified by the manufacturer and on the instructions to be applicable to more than 1 type or size of devices, e.g., if 1 set of air conditioner instructions is good for 3, 4, 5-ton units, then only 1 instruction set is required for these devices.

1.13 SUBSTITUTED PRODUCTS

A. Material or equipment specified by manufacturer's name is being used as a basis of standard, unless otherwise noted. Architect will be the sole judge on the equivalence of substituted equipment and materials.

B. It shall be Contractor's responsibility to verify that submitted substitute equipment will fit in space available. Contractor's submittal for acceptance of the substitute shall include a written statement of whether or not such acceptance would require any subsequent or associated changes to the Drawings or Specifications. Any such changes shall be described in writing, briefly but complete.

C. Contractor shall be responsible for the costs of any such modifications due to substitution of materials or equipment for that which was specified or scheduled. The cost shall be complete; that is, it shall include the cost effect of any and all other trades.

D. Architect may request detailed Shop Drawing or plan layouts of mechanical rooms or systems of the substituted equipment.

1.14 SAFETY

A. General: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and Contractor shall comply with all laws governing safety, specifically the "Occupational Safety and Health Standards" and the "Safety and Health Regulations for Construction," state and federal.

B. According to OSHA, a hazardous chemical is any chemical which is a physical hazard or a health hazard. This may include items such as paints, solvents, adhesives, sealants, cleaners, etc. If a Contractor produces, uses, or stores hazardous chemicals at the workplace, then Contractor shall develop, implement, and maintain a hazard communication program in compliance with the latest OSHA requirements. In Projects with multiple tenants in which the building is partially occupied during all or part of the Project, Contractor shall inform the Building Manager or Owner, according to OSHA guidelines, of any hazardous chemicals being produced, stored, or used in the building so that other tenants may be notified. Contractor shall employ required methods of training, information, handling, ventilation, labeling, storing, disposal, and removal of hazardous chemicals.

1.15 LABELING

A. Each device for which an independent testing authority has established a standard shall have affixed a label indicating its compliance and listing. Refer to General Conditions for list of such independent testing authorities.

1.16 SITE VISIT REPORTS

A. During the course of the job, Architect will make site visits to observe Work in progress and will subsequently prepare a written site visit report, which will be sent to Contractor and to whomever else Architect desires. Contractor shall prepare a written and typed response within 7 calendar days of his receiving the site visit report. General Contractor shall include in his response the following information.
   1. Date of site visit by Architect.
   2. Date of receipt of the site visit report.
   3. Name and title of the preparer of the response.
   4. An item number referenced to the site report.
   5. A brief 3- or 4-word description of the item.
   6. Contractor or Subcontractor affected.
   7. The proposed course of action.
   8. An expected time of completion of the action.

1.17 CUTTING AND PATCHING

A. No joists, beams, girders, columns, slabs, or other structural elements shall be cut, drilled, or altered in any way by Contractor without first obtaining written permission and instructions from Architect.

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B. Where it is necessary to cut through any non-structural elements of walls, floors, or ceilings to permit the installation of any Work under this Contract, or to repair any defects that may appear up to the expiration of the guarantee, such cutting shall be done by Contractor with as little damage as reasonably possible to the element being cut or to adjacent elements.

C. After the necessary Work has been completed, the damage shall be repaired by the respective Contractor, who shall pay all costs of such cutting, repairs, and patching. All patching or sealing of cuts, penetrations, etc., including final appearance of same, shall be done to the approval of Architect.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall be new and of specified quality, unless specifically noted otherwise. Materials shall be free from defects. Where manufacturer names are mentioned in the Specifications or on the Drawings, it has been done in order to establish a standard of quality and construction.

B. Contractor will be responsible for transportation of his material to and from the job site and will be responsible for the storage and protection of his materials and Work until the final acceptance of the job. At the end of each day of Work, each Contractor is responsible for covering or protecting his Work and/or materials that may be susceptible to damage even if such damage is the result of unforeseen causes, e.g., an overnight thunderstorm. Failure to do so will be sufficient cause for rejection of any item in question, and any such item shall be replaced by Contractor at no cost to Owner.

C. Contractor shall verify that all pieces of equipment will fit through available openings in the building and that all equipment can be installed without modification of building structure.

2.2 EQUIPMENT SCHEDULE

A. All equipment major items are specified in the equipment schedules on the Drawings and shall be new and furnished complete with all accessories normally supplied with the catalog item listed and all other accessories necessary for a complete and satisfactory installation.

B. Equipment items so noted will require start-up by factory trained personnel. Equipment items so noted will require factory approved service personnel who shall provide all service, including all parts and all labor, as requested by Owner, during the full period of equipment warranty.

2.3 EQUIPMENT RATINGS

A. Equipment capacities as scheduled on the Drawings are at Project site altitude. Capacities of submitted equipment must be corrected for Project site altitude unless otherwise noted.

2.4 WORKMANSHIP

A. The workmanship shall, in all respects, be of the highest grade, and all construction shall be done according to the best practices of the trade. Piping, ducting and conduit shall be concealed unless otherwise noted, and installed square to the building lines. Any Work not meeting this requirement shall be replaced or rebuilt without extra expense to Owner.

2.5 V-BELT DRIVES

A. V-belt drives shall be of fabric and rubber construction of approved manufacture. Multiple belts shall be matched and all belts shall be adjusted to drive the apparatus properly and to prevent slippage and undue wear in starting motor nameplate rating.

2.6 BELTGUARDS

A. Contractor shall provide for each V-belt drive a painted steel belt guard, which shall be constructed around an angle iron frame, securely bolted to the floor or apparatus. The guard shall completely enclose drives and pulleys and be constructed to comply with all safety requirements. Hinged access doors not less than 6-inch by 6-inch shall be provided for access to motors and fan shaft for test purposes.

2.7 ELECTRICAL WIRING AND CONTROL EQUIPMENT

A. All disconnects, motor starters, relays, wiring, etc. shall comply with all requirements of this Section.
B. Mechanical Contractor must refer to the electrical control equipment and wiring shown on the Electrical Drawings. Any changes or additions required by specified or substituted equipment furnished shall be the complete responsibility of Contractor furnishing the equipment.
C. All electrical equipment characteristics (voltage, etc.) must be **VERIFIED** by Mechanical Contractor prior to ordering. It is imperative that voltage and phase characteristics are checked with the Electrical Drawings.
D. All motors shall be built in accordance with the current applicable IEEE, ASA, and NEMA standards. All general-purpose motors shall be open drip-proof machines for installation indoors and/or in protected locations. Totally enclosed fan cooled (TEFC) motors shall be used in all areas of exposure to weather or other environmental contamination. Motors shall be rated explosion-proof when located in hazardous atmospheres. Type II weather-protected motors may be used in lieu of TEFC motors on roof fan units and similar equipment. Motors mounted in direct sun shall be provided with a shield to forbid direct radiation from the sun when the sun is 45 degrees F or greater above the horizon.
E. Unless indicated otherwise, motors shall be NEMA design B with a service factor of 1.15 with 40 degrees C rise and total temperature rise of 65 degrees C ambient and when powered from the system voltage feeding the motor. TEFC motors shall have a service factor of 1.00 with total temperature rise of 65 degrees C in the above conditions. Single-phase motors shall be NEMA Type N split-phase induction motors with built-in thermal protectors. Single-phase motors connected on loads requiring high starting torque shall be capacitor-start induction motors.
F. All motors shall be all copper wound, high power factor, high efficiency motors. Electric motors shall be an energy efficient type as defined in the latest edition of NEMA document no. MG1. Motor efficiency shall be made available to Architect as required.
G. If there is not a separate “Controls Contractor” for this Project, Mechanical Contractor is responsible for providing and installing all control wiring. Wiring and conduit is to be provided and installed as directed under Division 26 Specifications.

2.8 EQUIPMENT AND PIPING SUPPORTS

A. All supporting systems for piping, equipment, and materials supported by the building structure shall be submitted to the Architect for approval prior to purchase and installation.

B. Roof Supports: Contractor shall provide and install roof supports for all uninsulated piping routed on the roof.

1. For single pipes through 5 inches in size, such as gas pipes, etc., the roof supports shall be a MAPA, MS-4RA or MS-5RA, which consists of a 1-piece combination roof deck base, adjustable height pipe supports, and hard cast rubber roller with nylon bushings. Provide walk pad under pipe support as recommended by the pipe support manufacturer. Mob pad and support to roof.
2. Manufacturer's installation recommendations vary depending on roof types, but Contractor is responsible for verifying the roof type and adhering strictly to the appropriate set of manufacturer's installation instructions.
3. Spacing of roof supports shall be as recommended by the manufacturer.

2.9 ROOF PENETRATIONS

A. Piping: Penetration shall be accomplished with factory-made assemblies designed specifically for the purpose. The use of pitch pans or pitch pockets is not allowed. Contractor shall provide a factory-made penetration assembly as follows:

1. For pipes, conduits, etc., up to 3 inches in diameter that can or are intended to be turned to horizontal after passing through the roof (e.g., small electrical conduit, gas piping, refrigerant lines, water pipes, etc.) the device shall consist of a curb assembly with a welded 18 gauge galvanized steel shell and base, 1 1/2 inches thick 3 pcf rigid insulation, 0.50 inch aluminum or 20 gauge galvanized cap with minimum 3 inch over hang and 1-inch rigid insulation, and 2-inch x 6-inch wood nailer. Product shall be Custom Curb Model CPC, ThyCurb Model RP-2 with TC-1, 2, or 3 curb, or approved equivalent.

B. Ductwork without Equipment: Penetration shall be accomplished with a factory-made insulated roof curb. Curb shall be made of welded 18-guage galvanized steel shell and base plate, shall be lined with 1-1/2 inch 3 pcf rigid insulation, shall have a minimum 2-inch by 2-inch wood nailer, and shall be reinforced with 1-inch by 1-inch by 1-foot-8-inch steel angel on sides 24 inches and larger. Product(s) shall be manufactured by Custom Curb, Inc., ThyCurb, Roof Products and Systems, Pate, or approved equivalent.

C. Ductwork with Equipment: Each pierce of roof mounted equipment such as exhaust or supply fans, relief or intake hoods, packaged rooftop air conditioners, air handlers, etc., shall be provide and installed with an insulated roof curb designed to mate with the equipment and provide a weatherproof enclosure. In the event that a presinsulated curb is not available, an uninsulated curb is acceptable if Contractor provides and installs field insulation per manufacturer's instructions. Contractor shall provide the roof curb(s) to Roofing Contractor for installation.

D. General:

1. All roof flashing assemblies and roof curbs shall be closely coordinated with other Work through Roofing Contractor to ensure that the flashing, canting, insulation type and location, etc., is correct and appropriate for the particular roof construction type.
2. Each roof curb shall be selected and provided so that the top of the curb shall be level after installation. Provide tapered curb as required to match roof slope. The curb shall provide a minimum clearance of 10 inches between the top of the finished roof surface and the top of the wood nailer, continuous around the curb perimeter.

3. Curb Fabrication: Unless noted, shall be welded 18 gauge galvanized steel shell and base, mitered 3-inch cant, variable step to match roof insulation, 1-1/2-inch thick insulation, and factory-installed wood nailer. Provide tapered curbs to match roof.
4. Each roof penetration location shown on the Drawings is approximate. Refer to the Architectural and Structural Drawings for the structural openings. Refer to "Cutting and Patching" paragraph in this Section for more information.
5. Provide each roof curb with other options as scheduled on the Drawings.

2.10 ACCESSIBILITY

A. Access Panels: Access panels shall be provided wherever necessary for possible future replacement, adjustment, or maintenance of operating devices such as machinery, valves, dampers, switches, relays, etc., or to other critical non-operating devices such as pull boxes, inspection parts, gauges, etc. Such access panels shall be provided and install by Contractor, whether or not shown on the Drawings, and shall be brought to the attention of Architect for approval of type, color, etc. Where access is provided in rated members, the access panels shall be of a type that maintains the integrity of the member penetrated.

B. Access to Equipment:
1. All pipes, tubing, conduit, etc., including but not limited to draining piping of any type, electrical conduit, wiring not in conduit, and pneumatic control tubing shall be installed in such a way so as not to prevent and/or not to make necessary difficult the removal, operation, use, or maintenance of equipment, access panels or doors, pathways (especially in attics or crawlspaces), observation ports, measurement, balancing devices, or junction boxes.
2. If access for these purposes is prevented or made unreasonably difficult in the opinion of Architect, then Contractor shall make modifications or repairs at no cost to anyone except Contractor. Such modifications or repairs shall be considered neither complete nor adequate until Architect is satisfied that access for the above purpose is achieved.

2.11 PROTECTION OF PENETRATION

A. All penetrations of fire or smoke barriers shall be sealed, sleeves (if any), insulation (if any), and vibration isolation (if any) that maintain the fire or smoke resistance of the barrier in accordance with the latest edition of NFPA 101 Life Safety Code.

B. Contractor shall verify locations and type of all partitions penetrations from the Drawings. Sealing material and methods shall be per UL recommendations.

2.12 BEDDING COURSE

A. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 STORAGE

A. Provide for proper storage of all materials and equipment and assume responsibility for losses due to any cause. All storage shall be within the contract limits of the building site or in a bonded warehouse. All equipment and materials must be covered and stored out of the elements; any item, which has become rusted, will not be permitted to be used.

B. Each Contractor shall provide temporary storage facilities suitable for equipment stored at the job site. Storage facilities shall be rainproof and lockable as required. Materials or equipment stored on site but not in a lockable rainproof storage facility shall be stored above ground or above slab. Contractor shall take necessary precautions to prevent entry of and/or damage from dirt, trash, water, or vermin. Equipment not properly stored and protected shall be, at the discretion of Architect, replaces at no cost to Owner. Roofs are not acceptable storage areas unless specifically allowed in writing by Architect.

3.2 INSTALLATION AND ARRANGEMENT

A. Install all Work to permit removal (without damage to other parts) of coils, heat exchanger bundles, boiler tubes, fan shafts and wheels, filters, belt guards, sheaves and drives, and all other parts which might require periodic replacement or maintenance. Arrange pipes, ducts, and equipment to permit ready access to valves, traps, starters, motors, control components, and to clear opens of doors and of access panels.
B. Offsets, transitions, and changes in direction in pipes and ducts shall be made as required to maintain proper head room and pitch of sloping pipes whether or not indicated on the Drawings. Furnish and install all traps, air vents, sanitary vents, etc., as required to affect these offsets, transitions, and changes in direction.
C. Duct transitions and offsets required to connect ductwork to equipment shall be made as required whether or not indicated on the Drawings.

3.3 PROTECTION OF WORK AND PROPERTY

A. Where there are existing facilities, be responsible for protection thereof, whether or not such facility is to be removed or relocated or remain as installed. Moving or removing any facility must be done so as not to cause interruption to the Work or Owner's Operation.
B. All pipe and duct openings shall be closed with caps or plugs during installation. All fixtures shall be covered and protected against injury. At final completion, all Work shall be cleaned and delivered in an unblemished condition or refinished and repainted at the discretion of Architect.

3.4 CONCEALED AND EXPOSED WORK

A. "Concealed" is intended to mean within such spaces as pipe chases, pipe trenches, above plaster ceilings, in walls and buried pipe is inaccessible when building is completed. "Exposed" is intended to be within equipment rooms, unfinished spaces, above "pushup" ceilings, accessible pipe tunnels, etc., where pipe is accessible.

3.5 CONCRETE

A. Mechanical Contractor shall coordinate all requirements for concrete. All concrete shall be furnished under the Architectural Divisions of these Specifications.

3.6 FIELD MEASUREMENTS

A. Contractor shall verify the dimensions and conditions governing Work at the Project site. He shall examine adjoining Work on which his Work is dependent, for perfect efficiency, and shall report any Work which must be corrected.

3.7 LUBRICATION

A. Contractor shall provide all oil and grease for the operating of all equipment until acceptance. Contractor shall be held responsible for all damage to bearings while the equipment is being operated by him up to the date of acceptance of the equipment. Contractor shall protect all bearings and shafts during installation and shall thoroughly grease the steel shafts to prevent corrosion.

3.8 MANUFACTURER'S DIRECTION

A. Contractor shall install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions conflict with the Plans and Specifications, Contractor shall report such conflicts to Architect, who shall make changes deemed necessary and desirable.

3.9 FLUSHING, CLEANING, AND STERILIZING

A. Before final connections are made in the piping systems, all piping shall be blown out with air and then completely washed out with cleaning compounds. The systems shall be flushed for complete removal of all foreign materials. Furnish all temporary connections, valves, etc., required for this purpose.
B. After flushing, sterilize the domestic water systems with an approved chlorinating agent to provide a dosage on not less than 50 ppm. After minimum contact period of 8 hours, the system shall be flushed with clean water until the residual chlorine is no greater than the city water.

3.10 TESTS

A. Test all, storm, vent, and waste lines with either a 5 psi air test or a standing water test of 10 feet of head pressure. Plastic pipe shall not be tested with air. Test shall be held for a minimum of 1 hour, or as required by local code.
B. Test all new domestic cold, hot, and recirculating hot water service lines as follows; Test hydrostatically at not less than the working pressure of the system or by an air test of 50 psig. Plastic pipe shall not be tested with air. Test shall be held for a minimum of 1 hour, or as required by local code. Water used for the hydrostatic test shall be from a potable source of supply.
C. Test all new gas lines at 1-1/2 times the proposed maximum working pressure, but not less than 5 psig. Test to be held for a minimum of 2 hours, or as required by local code.
D. Test fire protection at 200 psig. Test to be held for a minimum of 2 hours, or as required by local code.
E. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
F. All tests shall be witnessed and approved by Architect and the local authority having jurisdiction before covering or insulating. The satisfactory operation of blowers, pumps and other equipment with moving parts shall be demonstrated to Architect. Equipment without movable parts shall have pressure or other tests performed by Contractor to demonstrate satisfactory operation.
G. Furnish all instruments, pumps, blowers, and equipment required for the testing.
H. Provide written copies of these test reports for inclusion on the Operations and Maintenance Manuals and submit 1 copy to Architect.

3.11 PAINTING

A. Surfaces of all equipment and material not provided with a factory finish coat shall be thoroughly cleaned, primed (if not factory primed) and finish coated with a high quality alkyd industrial enamel of a color chosen by Owner.

3.12 SPECIAL OPENINGS

A. Contractor shall attempt to schedule delivery of all large equipment requiring special openings for installation prior to enclosing of area. Where this is not possible written notice of required openings which must be provided shall be listed by size and location and submitted to General Contractor prior to enclosing of areas involved. Work required to construct openings and the associated cost of enclosing them shall be done at no additional cost to Owner.

3.13 PLACING IN OPERATION

A. All ducts, pipes, equipment, controls, etc., shall be cleaned of plaster and other foreign debris
B. Before final acceptance, all strainers shall be thoroughly cleaned or replaced, all bearings shall be oiled or greased and all drains shall be cleaned out and primed. All permanent filters shall be cleaned; throwaway type filters shall be replaced with new filters.
C. The systems shall be placed in operation.
D. Contractor shall verify that all controls are set to meet operating conditions specified.
   1. Example: Boiler operating control set at 180 degrees F. Limit control set at 200 degrees F.
E. Contractor shall verify that all pieces of equipment are operable and that all sequence of controls are being met.
F. Contractor to adjust seating through the first year as required by Architect.

3.14 BALANCING, TESTING, AND ADJUSTING THE MECHANICAL SYSTEMS

A. Contractor shall not include in their proposal the cost of testing, adjusting, and balancing (TAB). Refer to Section 23 05 93 “Testing, Adjusting, and Balancing” for information purposes only. TAB contractor shall be hired by and directly report to Owner.
B. Commissioning:
   1. Mechanical Contractor shall coordinate and cooperate with the Commissioning Agent to correct deficiencies noted by the Commissioning Agent.

3.15 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Contractor shall prepare and provide 6 copies of operating and maintenance manuals. Contractor shall deliver the 6 bound sets to Architect for approval. Each manual shall be in a ring binder and shall be indexed with dividers for each Section. Delivery of required documents is a condition of final acceptance.
B. Each manual shall contain, but not limited to, the following general sections:
   1. Certificates of acceptance from the inspecting authorities.
   2. Waiver of all liens.
   3. Warranties with starting dates and end dates for each pieces of equipment and/or for each system (warranties shall begin on date of substantial completion and acceptance by Owner).
   4. Names, telephone, and fax numbers and addresses of all subcontractors, vendors, manufacturer’s representatives, and warranties providers.

5. Certification letters from each Contractor that each system furnished and installed by that Contractor and/or subcontractors is started-up, balanced, adjusted, and checked for proper operation in accordance with the intent of the Contract Documents.
6. Spare parts lists for each piece of equipment.
7. Lubrication charts showing type of lubrication and application methods and frequencies.
8. Filter cleaning or replacement schedule (on Contractor's letterhead stationary).
9. Preventative maintenance schedule for checking all items such as belt drives, safety controls, oil and refrigerant charges, and seasonal changer over recommendations. Cleaning of all strainers, traps, coils, tower pans, tubes, sprays, etc. (on Contractor's letterhead stationary).
10. Normal operating instructions including a sequence of operations (on Contractor's letterhead stationary).
11. Instructions as to procedures to be followed for emergency situations, such as alarms or safety items being tripped (on Contractor's letterhead stationary).
12. Instruction on who to call for service during guarantee period (on Contractor's letterhead stationary).
13. Copies of As-Built Drawings on reproducible vellum as produced by a Xerox or photographic process.
14. Copies of all approved Shop Drawing submittals including nameplate date, design parameters, name, telephone and fax numbers, address of vendor, manufacturer's representative and warrantee provider.

C. Approval will not be given for final payment until the tests, balancing, and operating instruction portions have been completed.

3.16 INSTRUCTIONS TO OWNER

A. Contractor shall instruct Owner's operating personnel in the operations and maintenance of all mechanical systems and equipment. There shall be a minimum of 8 hours of training. Contractor shall furnish any special servicing tools required for maintenance.

B. Contractor shall conduct a demonstration of the installation upon completion and final acceptance of the Work. There shall be a minimum 8-hour demonstration. Prior to this, all Work shall have been completed, tested, balanced, and placed in operation. Qualified personnel must be present at the demonstration to operate all the systems and prove the performance of the equipment. The schedule for this demonstration shall be coordinated with Architect.

3.17 EXCAVATION FOR PIPE AND CONDUIT

A. All below grade piping shall be installed using carton form system. Acceptable manufacturers shall be Voidform Products Plumbing Void, or Supervoid Systems Pipe Void System. The carton form system shall be installed to allow for 12 inches of soil movement.

B. Excavate trenches to indicated gradients, lines, depths, and elevations.

C. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

D. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade. Level bottom of all trenches and cover all PVC pipe with processed chat (small gravel).
   1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
   2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
   3. Excavate trenches 4 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

F. All piping and conduit trenches across pavement shall be backfilled with 2-sack concrete to within 12 inches of finished grade.

G. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
   2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
   3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

H. Install detectable warning tape above conduits and pipe, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

I. Protection:
   1. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
   2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
      a. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
   3. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
      a. Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to the greatest extent possible.

J. Disposal of Surplus and Waste Materials:
   1. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property unless otherwise directed by Owner.
   2. Repair: Any damage to shrubs, grass or structures shall be repaired to previous condition by Contractor at no additional expense to Owner.

K. Bracing and Sheeting: Open cut trenches shall be sheeted and braced as required by OSHA and the requirements of the State of Texas as necessary for the safety of workers or the protection of property.

END OF SECTION

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SECTION 23 05 00.20 - BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. The following basic mechanical materials and methods to complement other Division 23 Sections.
      a. Piping materials and installation instructions common to most piping systems.
      b. Concrete equipment base construction requirements.
      c. Equipment nameplate data requirements.
      d. Labeling and identifying mechanical systems and equipment is specified in Section 23 05 53 “Identification for HVAC and Plumbing Piping and Equipment."
      e. Nonshrink grout for equipment installations.
      f. Field-fabricated metal and wood equipment supports.
      g. Installation requirements common to equipment specification Sections.
      h. Cutting and patching.
      i. Touch-up painting and finishing.
   2. Pipe and pipe fitting materials are specified in piping system Sections.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Pipe, pipe fittings, and piping include tube, tube fittings, and tubing.
B. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below the roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.
C. Exposed Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
D. Exposed Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
E. Concealed Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
F. Concealed Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Product data for following piping specialties:
   1. Mechanical sleeve seals.
   2. Dielectric Fittings.
   3. Access Doors.

1.4 QUALITY ASSURANCE

A. Qualify welding processes and operators for piping according to ASME "Boiler and Pressure Vessel Code," Section IX, "Welding and Brazing Qualifications."
   1. Comply with provisions of ASME B31 Series "Code for Pressure Piping."
   2. Certify that each welder has passed AWS qualification tests for the welding processes involved and that certification is current.
B. ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.
C. Equipment Selection: Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. No additional costs will be approved for these increases, if larger equipment is approved. If minimum energy ratings or efficiencies of the equipment are specified, the equipment must meet the design requirements and commissioning requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.
B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. When stored inside, do not exceed structural capacity of the floor.
C. Protect flanges, fittings, and piping specialties from moisture and dirt.
D. Protect stored plastic pipes from direct sunlight. Support to prevent sagging and bending.

1.6 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.
B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.
C. Coordinate the installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.
E. Coordinate connection of electrical services.
F. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.
G. Coordinate requirements for access panels and doors where mechanical items requiring access are concealed behind finished surfaces. Access panels and doors are specified in this Section and Division 08.
H. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces. Install identifying devices prior to installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 PIPE AND PIPE FITTINGS

A. Refer to individual piping system specification Sections for pipe and fitting materials and joining methods.
B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual piping system Specification Sections in Division 23 for special joining materials not listed below.
B. Pipe Flange Gasket Materials: Suitable for the chemical and thermal conditions of the piping system contents.
    1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness, except where thickness or specific material is indicated.
        a. Full-Face Type: For flat-face, Class 125 cast-iron and cast-bronze flanges.
        b. Narrow-Face Type: For raised-face, Class 250 cast-iron and steel flanges.
    2. ASME B16.20 for grooved, ring-joint, steel flanges.
    3. AWWA C110, rubber, flat face, 1/8-inch thick, except where other thickness is indicated; and full-face or ring type, except where type is indicated.
C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, except where other material is indicated.
D. Plastic Pipe Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, except where other type or material is indicated.
E. Solder Filler Metal: ASTM B 32.
    1. Alloy Sn95 or Alloy Sn94: Tin (approximately 95 percent) and silver (approximately 5 percent), having 0.10 percent lead content.
F. Brazing Filler Metals: AWS A5.8.
    1. BCuP Series: Copper-phosphorus alloys.
    2. BAg1: Silver alloy.
G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
H. Solvent Cements: Manufacturer's standard solvents complying with the following:
    1. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM F 493.
    2. Poly (Vinyl Chloride) (PVC): ASTM D 2564.
I. Plastic Pipe Seals: ASTM F 477, elastomeric gasket.
J. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon steel bolts and nuts.
K. Couplings: Iron body sleeve assembly, fabricated to match outside diameters of plain-end pressure pipes.
    1. Sleeve: ASTM A 126, Class B, gray iron.
    2. Followers: ASTM A 47 (ASTM A 47M), Grade 32510 or ASTM A 536 ductile iron.
    3. Gaskets: Rubber.
    4. Bolts and Nuts: AWWA C111.
    5. Finish: Enamel paint.

2.3 PIPING SPECIALTIES

A. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type where required to conceal protruding fittings and sleeves.
   1. Inside Diameter: Closely fit around pipe, tube, and insulation.
   2. Outside Diameter: Completely cover opening.
   3. Cast Brass: 1-piece, with setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   4. Cast Brass: Split casting, with concealed hinge and setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   5. Stamped Steel: 1-piece, with setscrew and chrome-plated finish.
   6. Stamped Steel: 1-piece, with spring clips and chrome-plated finish.
   7. Stamped Steel: Split plate, with concealed hinge, setscrew, and chrome-plated finish.
   8. Stamped Steel: Split plate, with concealed hinge, spring clips, and chrome-plated finish.
   9. Stamped Steel: Split plate, with exposed-rivet hinge, setscrew, and chrome-plated finish.
   10. Stamped Steel: Split plate, with exposed-rivet hinge, spring clips, and chrome-plated finish.
   11. Cast-Iron Floor Plate: 1-piece casting.

B. Dielectric Fittings: Assembly or fitting having insulating material isolating joined dissimilar metals to prevent galvanic action and stop corrosion.
   1. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld neck end types and matching piping system materials.
   2. Insulating Material: Suitable for system fluid, pressure, and temperature.
   3. Dielectric Unions: Factory-fabricated, union assembly for 250-psig minimum working pressure at a 180 deg F temperature.
   4. Dielectric Flanges: Factory-fabricated, companion-flange assembly for 150- or 300-psig minimum pressure to suit system pressures.
   5. Dielectric-Flange Insulation Kits: Field-assembled, companion-flange assembly, full-face or ring type. Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
      a. Provide separate companion flanges and steel bolts and nuts for 150- or 300-psig minimum working pressure to suit system pressures.
   6. Dielectric Couplings: Galvanized-steel coupling, having inert and noncorrosive, thermoplastic lining, with threaded ends and 300-psig minimum working pressure at 225 deg F temperature.
   7. Dielectric Nipples: Electroplated steel nipple, having inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved end types and 300-psig working pressure at 225 deg F temperature.

C. Mechanical Sleeve Seals: Modular, watertight mechanical type. Components include interlocking synthetic rubber links shaped to continuously fill annular space between pipe and sleeve. Connecting bolts and pressure plates cause rubber-sealing elements to expand when tightened.

D. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:
   1. Steel Sheet Metal: 24-gage or heavier galvanized sheet metal, round tube closed with welded longitudinal joint.
   2. Steel Pipe: ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends.

3. Cast-Iron: Cast or fabricated wall pipe equivalent to ductile-iron pressure pipe, having plain ends and integral water stop, except where other features are specified.
4. Wall Penetration Systems: Wall sleeve assembly, consisting of housing, gaskets, and pipe sleeve, with 1 mechanical-joint end conforming to AWWA C110 and 1 plain pipe-sleeve end.
    a. Penetrating Pipe Deflection: 5 percent without leakage.
    b. Housing: Ductile-iron casting having waterstop and anchor ring, with ductile-iron gland, steel studs and nuts, and rubber gasket conforming to AWWA C111, of housing and gasket size as required to fit penetrating pipe.
    c. Pipe Sleeve: AWWA C151, ductile-iron pipe.
    d. Housing-to-Sleeve Gasket: Rubber or neoprene push-on type of manufacturer's design.
5. Cast-Iron Sleeve Fittings: Commercially made sleeve having an integral clamping flange, with clamping ring, bolts, and nuts for membrane flashing.
    a. Underdeck Clamp: Clamping ring with setscrews.

2.4 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C 1107, Grade B.
1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5,000-psi, 28-day compressive strength.
3. Packaging: Premixed and factory-packaged.

2.5 ACCESS DOORS

A. Flush mounted steel access doors with 16 gage frame and 14 gage panel. Prime coat finish. Concealed spring hinges, screwdriver cam-lock. Doors in fire rated surfaces shall be UL listed and labeled. Doors to be Milcor or approved equivalent.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. General: Install piping as described below, except where system Sections specify otherwise. Individual piping system Specification Sections in Divisions 21, 22 and 23 specify piping installation requirements unique to the piping system.
B. General Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, except where deviations to layout are approved on Coordination Drawings.
C. Install piping at indicated slope.
D. Install components having pressure rating equal to or greater than system operating pressure.
E. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.
F. Install piping free of sags and bends.
G. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, except where indicated.

H. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.
I. Install piping to allow application of insulation plus 1-inch clearance around insulation.
J. Locate groups of pipes parallel to each other, spaced to permit valve servicing.
K. Install fittings for changes in direction and branch connections.
L. Install couplings according to manufacturer's printed instructions.
M. Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following:
    1. Chrome-Plated Piping: Cast-brass, 1-piece, with setscrew, and polished chrome-plated finish. Use split-casting escutcheons, where required, for existing piping.
    2. Uninsulated Piping Wall Escutcheons: Cast-brass or stamped-steel, with setscrew.
    3. Uninsulated Piping Floor Plates in Utility Areas: Cast-iron floor plates.
    4. Insulated Piping: Cast-brass or stamped-steel, with concealed hinge, spring clips, and chrome-plated finish.
    5. Piping in Utility Areas: Cast-brass or stamped-steel, with setscrew or spring clips.
N. Sleeves are required for core drilled holes.
O. Install sleeves for pipes passing through concrete and masonry walls, concrete floor and roof slabs, and where indicated.
P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, concrete floor and roof slabs, and where indicated.
    1. Cut sleeves to length for mounting flush with both surfaces.
        a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 4 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring where specified.
    2. Build sleeves into new walls and slabs as work progresses.
    3. Install large enough sleeves to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
        a. Steel Pipe Sleeves: For pipes smaller than 6 inches.
        b. Steel Sheet-Metal Sleeves: For pipes 6 inches and larger that penetrate gypsum board partitions.
        c. Cast-Iron Sleeve Fittings: For floors having membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 4 inches above finished floor level. Flashing is specified in Division 07.
            1) Seal space outside of sleeve fittings with nonshrink, nonmetallic grout.
    4. Except for below-grade wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants specified in Division 07.
Q. Above Grade, Exterior Wall, and Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
    1. Install steel pipe for sleeves smaller than 6 inches.
    2. Install cast-iron wall pipes for sleeves 6 inches and larger.
    3. Assemble and install mechanical seals according to manufacturer's printed instructions.

R. Below Grade, Exterior Wall, and Pipe Penetrations: Install cast-iron wall pipes for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
   1. Below Grade, Exterior Wall, and Pipe Penetrations: Install ductile-iron wall penetration system sleeves according to manufacturer's printed installation instructions.

S. Fire Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping sealant material. Firestopping materials are specified in Division 07.

T. Verify final equipment locations for roughing in.

U. Refer to equipment specifications in other Sections for roughing-in requirements.

V. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping system Sections.
   1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
   2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
   3. Soldered Joints: Construct joints according to AWS "Soldering Manual," in "The Soldering of Pipe and Tube" chapter.
   4. Brazed Joints: Construct joints according to AWS "Brazing Manual" in the "Pipe and Tube" chapter.
   5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full inside diameter. Join pipe fittings and valves as follows:
      a. Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.
      b. Apply appropriate tape or thread compound to external pipe threads (except where dry seal threading is specified).
      c. Align threads at point of assembly.
      d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.
      e. Damaged Threads: Do not use pipe or pipe fittings having threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
   6. Welded Joints: Construct joints according to AWS D10.12 "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe" using qualified processes and welding operators according to the "Quality Assurance" Article.
   7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.
   8. Plastic Pipe and Fitting Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to the following standards:
      a. Comply with ASTM F 402 for safe handling of solvent-cement and primers.
      b. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM D 2846 and ASTM F 493.
      c. Poly (Vinyl Chloride) (PVC) Pressure Application: ASTM D 2672.
      d. Poly (Vinyl Chloride) (PVC) Non-Pressure Application: ASTM D 2855.

9. Plastic Pipe and Fitting Heat-Fusion Joints: Prepare pipe and fittings and join with heat-fusion equipment according to manufacturer's printed instructions.
    a. Plain-End Pipe and Fittings: Butt joining.
    b. Plain-End Pipe and Socket-Type Fittings: Socket joining.

W. Piping Connections: Except as otherwise indicated, make piping connections as specified below.
1. Install unions in piping 2 inches and smaller adjacent to each valve and at final connection to each piece of equipment having a 2-inch or smaller threaded pipe connection.
2. Install flanges in piping 2-1/2 inches and larger adjacent to flanged valves and at final connection to each piece of equipment having flanged pipe connection.
3. Dry Piping Systems (Gas): Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems (Water): Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

A. Install equipment to provide the maximum possible headroom where mounting heights are not indicated.
B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to Architect.
C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, except where otherwise indicated.
D. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. Connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.
E. Install equipment giving right-of-way to piping systems installed at a required slope.

3.3 ACCESS DOORS

A. Furnish an access door for each pipe chase for each floor. This includes both toilet plumbing chases and pipe riser chases. Access doors assembly to be size 16 inches x 16 inches. Access doors are not shown on floor plans. Access door locations shall be field verified.
B. Also, furnish access doors in all non-removable ceiling and in partitions and walls where necessary access to plumbing cleanouts, shock absorbers, fire dampers, manual dampers, valves and other mechanical devices requiring access. Size these as required for access with minimum size of 12-inch by 12-inch.
C. Any access doors furnished for installation in fire rated surfaces or assembly shall carry an approved fire rating for that use.
D. Any access doors furnished for installation in glued on acoustical surfaces or assembly shall have recessed door to allow installation of tiles.
E. Provide all access doors to General Contractor for them to construct into the building.

3.4 PAINTING AND FINISHING

A. Refer to Division 09 for field painting requirements.
B. Damage and Touch-Up: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.5 CONCRETE BASES

A. Construct concrete equipment bases of dimensions indicated, but not less than 4 inches larger than supported unit in both directions. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3,000-psi, 28-day compressive strength concrete and reinforcement use fibrillated or monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2- to 1-1/2 inches long. Uniformly disperse in concrete mix at manufacturer’s recommended rate, but not less than 1.5 lb./cu. yd.

3.6 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
B. Field Welding: Comply with AWS D1.1 "Structural Welding Code - Steel."

3.7 ERECTION OF WOOD SUPPORTS AND ANCHORAGE

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorage to support and anchor mechanical materials and equipment.
B. Select fastener sizes that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.
C. Attach to substrates as required to support applied loads.

3.8 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of the trades involved.
B. Repair cut surfaces to match adjacent surfaces.

3.9 GROUTING

A. Install nonmetallic, nonshrink grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's printed instructions.
B. Clean surfaces that will come into contact with grout.
C. Provide forms for placement of grout, as required.
D. Avoid air entrapment when placing grout.
E. Place grout to completely fill equipment bases.
F. Place grout on concrete bases to provide a smooth bearing surface for equipment.
G. Place grout around anchors.
H. Cure placed grout according to manufacturer's printed instructions.

3.10 DEMOLITION

A. Disconnect, demolish, and remove work specified under Divisions 21, 22 and 23 and as indicated.
B. Where pipe, ductwork, insulation, or equipment to remain is damaged or disturbed, remove damaged portions and install new products of equal capacity and quality.
C. Accessible Work: Remove indicated exposed pipe and ductwork in its entirety.

D. Abandoned Work: Cut and remove buried pipe abandoned in place, 2 inches beyond the face of adjacent construction. Cap and patch surface to match existing finish.
E. Removal: Remove indicated equipment from the Project site.
F. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.

END OF SECTION

SECTION 23 05 29 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipe hangers and supports.
   2. Hanger rods.
   3. Formed steel channel.
   4. Equipment bases and supports.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 10 00 “Concrete Forming and Accessories” for placement of inserts in concrete forms as required by this Section.
   3. Section 03 30 00 “Cast-in-Place Concrete” for placement of concrete housekeeping pads as required by this Section.
   4. Section 22 07 00 “Plumbing Insulation” for piping and accessory insulation as required by this Section.

1.2 REFERENCE STANDARDS

A. American Welding Society:
   1. AWS D1.1 - Structural Welding Code - Steel.

B. ASME International:
   1. ASME B31.1 - Power Piping.
   2. ASME B31.5 - Refrigeration Piping and Heat Transfer Components.
   3. ASME B31.9 - Building Services Piping.

C. ASTM International:
   1. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
   2. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems.
   3. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.
   4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

D. FM Global:
   1. FM - Approval Guide.

E. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.

F. UL:
   1. UL - Fire-resistance-rated Systems and Products.
   2. UL 263 - Fire Tests of Building Construction and Materials.
   3. UL 1479 - Fire Tests of Through-Penetration Firestops.
   4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements”
B. Product Data:
   1. Hangers and Supports: Submit manufacturer's catalog information, including load capacity.
C. Manufacturer Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.

1.4 QUALITY ASSURANCE

A. Welding of Hanger and Support Attachments to Building Structure: Comply with AWS D1.1.
B. Perform Work according to state and local standards.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.
C. Welders: AWS qualified within previous 12 months for employed weld types.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
B. Store materials according to manufacturer instructions.
C. Protection:
   1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
   2. Provide additional protection according to manufacturer instructions.

1.7 EXISTING CONDITIONS

A. Field Measurements:
   1. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements”

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Refrigerant Piping:
1. Conform to ASME B31.5, ASTM F708, or MSS SP-58.
2. Hangers for Pipe Sizes 1/2-Inch to 1-1/2 Inches: Carbon steel, adjustable swivel, split ring.
3. Hangers for Pipe Sizes 2 Inches and Larger: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes 3 Inches and Smaller: Cast iron hook.
6. Vertical Support: Steel riser clamp.
7. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
8. Copper Pipe Support: Copper-plated carbon-steel ring.

B. Accessories:
1. Hanger Rods: Mild steel continuously threaded.

2.2 FORMED STEEL CHANNEL

A. Manufacturers:
1. B-line.
2. Unistrut Co.

B. Description:
1. Material: Galvanized 12-gauge steel.
2. Thickness: 12-gauge.
3. Hole Spacing: 1-1/2 inches o.c.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that openings are ready to receive sleeves.
B. Verify that openings are ready to receive firestopping.

3.2 INSTALLATION

A. Pipe Hangers and Supports:
1. Comply with ASME B31.1, B31.5, or B31.9.
2. Support horizontal piping as scheduled.
3. Minimum Hanger Spacing: 1/2-inch between finished covering and adjacent Work.
4. Place hangers within 12 inches of each horizontal elbow.
5. Minimum Vertical Hanger Adjustment: 1-1/2 inches.
6. Support vertical piping at every floor.
7. If piping is installed in parallel and at same elevation, provide multiple-pipe or trapeze hangers.
8. Support riser piping independently of connected horizontal piping.
9. Provide copper-plated hangers and supports for copper piping.
10. Design hangers for pipe movement without disengagement of supported pipe.

11. Painting and Coating:
    a. Prime coat exposed steel hangers and supports.
    b. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
12. Insulation:
    a. Provide clearance in hangers and from structure and other equipment for installation of insulation.

B. Equipment Bases and Supports:
1. Provide housekeeping pads of concrete as specified in Section 03 30 00 “Cast-in-Place Concrete.”
2. Minimum Size: 3-1/2 inches thick and extending 6 inches beyond supported equipment.
3. Use templates furnished with equipment to install equipment anchor bolts and accessories.
4. Supports: Brace and fasten with flanges bolted to structure.

3.3 FIELD QUALITY CONTROL

A. Inspect installed firestopping for compliance with Specifications and submitted schedule.

3.4 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.5 PROTECTION

A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

SECTION 23 05 53 - IDENTIFICATION FOR HVAC AND PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates.
   2. Tags.
   3. Stencils.
   4. Pipe markers.
   5. Ceiling tacks.
   6. Labels.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME A13.1 - Scheme for the Identification of Piping Systems.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements”
B. Product Data: Submit manufacturers catalog literature for each product required.
C. Shop Drawings: Submit list of wording, symbols, letter size, and color coding for mechanical identification and valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
D. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.4 QUALITY ASSURANCE

A. Conform to ASME A13.1 for color scheme for identification of piping systems and accessories.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years’ experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years’ experience.

1.6 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Seton Identification Products.
B. Brimar Industries.
C. Substitutions: Refer to Section 23 05 00 “General Mechanical Requirements.”

2.2 NAMEPLATES

A. Product Description: Laminated 3-layer plastic with engraved black letters on light contrasting background color.

2.3 TAGS

A. Metal Tags:
   1. Brass with stamped letters; tag size minimum 1-1/2 inches diameter with finished edges.
B. Information Tags:
   1. Clear plastic with printed "Danger," "Caution," or "Warning" and message; size 3-1/4 x 5-5/8 inches with grommet and self-locking nylon ties.
C. Tag Chart: Typewritten letter size list of applied tags and location in anodized aluminum frame.

2.4 STENCILS

A. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 Inches Outside Diameter of Insulation or Pipe: 1/2-inch high letters.
   2. 2-1/2 to 6 Inches Outside Diameter of Insulation or Pipe: 1-inch high letters.
   3. Over 6 Inches Outside Diameter of Insulation or Pipe: 1-3/4 inches high letters.
   4. Ductwork and Equipment: 1-3/4 inches high letters.
B. Stencil Paint: As specified in Division 09, semi-gloss enamel, colors and lettering size conforming to ASME A13.1.

2.5 PIPE MARKERS

A. Color and Lettering: Conform to ASME A13.1.
   1. Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.
B. Plastic Tape Pipe Markers
   1. Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
C. Plastic Underground Pipe Markers
   1. Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

2.6 CEILING TACKS

A. Description: Steel with 3/4-inch diameter color-coded head.
B. Color code as follows:
   1. HVAC Equipment: Yellow.
   2. Fire Damper/Smoke Damper: Red.
   3. Plumbing valves: Green.
   4. Heating/Cooling Valves: Blue.

2.7 LABELS

A. Description: Aluminum size 1.9 x 0.75 inches, adhesive backed with printed identification.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.
B. Prepare surfaces in accordance with Division 09 for stencil painting.

3.2 INSTALLATION

A. Apply stencil painting in accordance with Division 09.
B. Install identifying devices after completion of coverings and painting.
C. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.
D. Install labels with sufficient adhesive for permanent adhesion and seal with clear lacquer. For unfinished canvas covering, apply paint primer before applying labels.
E. Install tags using corrosion resistant chain. Number tags consecutively by location.
F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.
G. Identify water heaters, pumps, tanks, and water treatment devices with plastic nameplates. Identify in-line pumps and other small devices with tags.
H. Identify control panels and major control components outside panels with plastic nameplates.
I. Identify valves in main and branch piping with tags.
J. Identify piping, concealed or exposed, with plastic pipe markers, plastic tape pipe markers, or stenciled painting. Use tags on piping 3/4-inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.
K. Provide ceiling tacks to locate valves above T-bar type panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. General:
   1. The mechanical contractor shall balance airflows for all new air devices.
B. Section Includes:
   1. Testing adjusting, and balancing of air systems.
   2. Measurement of final operating condition of HVAC systems.
C. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Associated Air Balance Council:
   1. AABC MN-1 - National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems.
B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning and Refrigeration Systems.
C. Natural Environmental Balancing Bureau:
   1. NEBB - Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
D. Testing Adjusting and Balancing Bureau:
   1. TABB - International Standards for Environmental Systems Balance.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittal procedures.
B. Prior to commencing Work, submit proof of latest calibration date of each instrument.
C. Test Reports: Indicate data on AABC MN-1 National Standards for Total System Balance forms or NEBB Report forms.
D. Field Reports: Indicate deficiencies preventing proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
E. Prior to commencing Work, submit report forms or outlines indicating adjusting, balancing, and equipment data required. Include detailed procedures, agenda, sample report forms and copy of AABC National Project Performance Guaranty or NEBB Certificate of Conformance Certification.

F. Submit draft copies of report for review prior to final acceptance of Project.
G. Furnish reports in ,pdf electronic format, complete with table of contents page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of balancing valves and rough setting.
B. Operation and Maintenance Data: Furnish final copy of testing, adjusting, and balancing report inclusion in operating and maintenance manuals.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local.
B. Perform Work in accordance with AABC MN-1 National Standards for Field Measurement and Instrumentation, Total System Balance or NEBB Procedural Standards for Testing, Balancing and Adjusting of Environmental Systems.
C. Prior to commencing Work, calibrate each instrument to be used.

1.6 SEQUENCING

A. Sequence balancing between completion of systems tested and Date of Substantial Completion.

1.7 SCHEDULING

A. Schedule and provide assistance in final adjustment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify systems are complete and operable before commencing work. Verify the following:
1. Systems are started and operating in safe and normal condition.
2. HVAC control systems are installed complete and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
5. Duct systems are clean of debris.
6. Fans are rotating correctly.
7. Fire and volume dampers are in place and open.
8. Air coil fins are cleaned and combed.
9. Access doors are closed and duct end caps are in place.
10. Air outlets are installed and connected.
11. Duct system leakage is minimized.
12. Hydronic systems are flushed, filled, and vented.
13. Pumps are rotating correctly.
14. Proper strainer baskets are clean and in place or in normal position.

15. Service and balancing valves are open.

3.2 PREPARATION

A. Furnish instruments required for testing, adjusting, and balancing operations.
B. Make instruments available to Architect/Engineer to facilitate spot checks during testing.

3.3 INSTALLATION TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 10 percent of design.
B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.4 ADJUSTING

A. Verify recorded data represents actual measured or observed conditions.
B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
C. After adjustment, take measurements to verify balance has not been disrupted. If disrupted, verify correcting adjustments have been made.
D. Report defects and deficiencies noted during performance of services, preventing system balance.
E. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
F. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by Owner.
G. Check and adjust systems approximately six months after final acceptance and submit report.

3.5 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to obtain required or design supply, return, and exhaust air quantities at site altitude.
B. Make air flow rate measurements in main ducts by Pitot tube traverse of entire cross sectional area of duct.
C. Measure air quantities at air inlets and outlets.
D. Use volume control devices to regulate air quantities only to extent adjustments do not create objectionable air motion or sound levels. Effect volume control by using volume dampers located in ducts.
E. Vary total system air quantities by adjustment of fan speeds. Provide sheave drive changes to vary fan speed. Vary branch air quantities by damper regulation.
F. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
G. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across fan. Make allowances for 50 percent loading of filters.
H. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
I. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
J. At modulating damper locations, take measurements and balance at extreme conditions.

K. For variable air volume system powered units set volume controller to airflow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable-air-volume temperature control.

3.6 WATER SYSTEM PROCEDURE

A. Adjust water systems, after air balancing, to obtain design quantities.
B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gauges to determine flow rates for system balance. Where flow-metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in system.
C. Confirm air bleeds indicate system is full of water.
D. Adjust systems to obtain specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
E. Perform system balance with automatic control valves fully open triple duty valves fully open, and pump VFDs at 100 percent speed.
F. Confirm pump rotation and differential pressure at full flow.
G. Perform adjustment of water distribution systems by the following measures:
    1. Reduce total system flow rate first by reducing speed of VFD.
    2. Use balancing cocks, valves, and fittings.
H. Do not use service or shut-off valves for balancing unless designed for balancing and shut-off functions. Where available pump capacity is less than total flow requirements or individual system parts, simulate full flow in one part by temporary restriction of flow to other parts.

3.7 SCHEDULES

A. Equipment Requiring Testing, Adjusting, and Balancing:
    1. Fans.
    2. Air Inlets and Outlets.
B. Report Forms
    1. Title Page:
        a. Name of Testing, Adjusting, and Balancing Agency.
        b. Address of Testing, Adjusting, and Balancing Agency.
        c. Telephone and facsimile numbers of Testing, Adjusting, and Balancing Agency.
        d. Project name.
        e. Project location.
        f. Project Architect.
        g. Project Engineer.
        h. Project Contractor.
        i. Project altitude.
        j. Report date.
    2. Summary Comments:
        a. Design versus final performance.
        b. Notable characteristics of system.
        c. Description of systems operation sequence.
        d. Summary of outdoor and exhaust flows to indicate building pressurization.
        e. Nomenclature used throughout report.
        f. Test conditions.

3. Instrument List:
   a. Instrument.
   b. Manufacturer.
   c. Model number.
   d. Serial number.
   e. Range.
   f. Calibration date.
4. Electric Motors:
   a. Manufacturer.
   b. Model/Frame.
   c. HP/BHP and kW.
   d. Phase, voltage, amperage; nameplate, actual, no load.
   e. RPM.
   f. Service factor.
   g. Starter size, rating, heater elements.
   h. Sheave Make/Size/Bore.
5. V-Belt Drive:
   a. Identification/location.
   b. Required driven RPM.
   c. Driven sheave, diameter and RPM.
   d. Belt, size and quantity.
   e. Motor sheave diameter and RPM.
   f. Center to center distance, maximum, minimum, and actual.
6. Cooling Coil Data:
   a. Identification/number.
   b. Location.
   c. Service.
   d. Manufacturer.
   e. Air flow, design and actual.
   f. Entering air DB temperature, design and actual.
   g. Entering air WB temperature, design and actual.
   h. Leaving air DB temperature, design and actual.
   i. Leaving air WB temperature, design and actual.
   j. Water flow, design and actual.
   k. Water pressure drop, design and actual.
   l. Entering water temperature, design and actual.
   m. Leaving water temperature, design and actual.
   n. Saturated suction temperature, design and actual.
   o. Air pressure drop, design and actual.
7. Heating Coil Data:
   a. Identification/number.
   b. Location.
   c. Service.
   d. Manufacturer.
   e. Air flow, design and actual.
   f. Water flow, design and actual.
   g. Water pressure drop, design and actual.
   h. Entering water temperature, design and actual.
   i. Leaving water temperature, design and actual.
   j. Entering air temperature, design and actual.
   k. Leaving air temperature, design and actual.

l. Air pressure drop, design and actual.

8. Air Moving Equipment:
   a. Location.
   b. Manufacturer.
   c. Model number.
   d. Serial number.
   e. Arrangement/Class/Discharge.
   f. Air flow, specified and actual.
   g. Return air flow, specified and actual.
   h. Outside air flow, specified and actual.
   i. Total static pressure (total external), specified and actual.
   j. Inlet pressure.
   k. Discharge pressure.
   l. Sheave Make/Size/Bore.
   m. Number of Belts/Make/Size.
   n. Fan RPM.
9. Return Air/Outside Air Data:
   a. Identification/location.
   b. Design air flow.
   c. Actual air flow.
   d. Design return air flow.
   e. Actual return air flow.
   f. Design outside air flow.
   g. Actual outside air flow.
   h. Return air temperature.
   i. Outside air temperature.
   j. Required mixed air temperature.
   k. Actual mixed air temperature.
   l. Design outside/return air ratio.
   m. Actual outside/return air ratio.
10. Exhaust Fan Data:
   a. Location.
   b. Manufacturer.
   c. Model number.
   d. Serial number.
   e. Air flow, specified and actual.
   f. Total static pressure (total external), specified and actual.
   g. Inlet pressure.
   h. Discharge pressure.
   i. Sheave Make/Size/Bore.
   j. Number of Belts/Make/Size.
   k. Fan RPM.
11. Air Distribution Test Sheet:
   a. Air terminal number.
   b. Room number/location.
   c. Terminal type.
   d. Terminal size.
   e. Area factor.
   f. Design velocity.
   g. Design air flow.
   h. Test (final) velocity.

i. Test (final) air flow.
j. Percent of design air flow.

END OF SECTION

SECTION 23 07 00 - HVAC INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. HVAC ductwork insulation, jackets, and accessories.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM International:
1. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
2. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
3. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
5. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
6. ASTM C450 - Standard Practice for Fabrication of Thermal Insulating Fitting Covers for NPS Piping, and Vessel Lagging.
7. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
8. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
9. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
10. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
11. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
12. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).
13. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
14. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
15. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
16. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
17. ASTM C1071 - Standard Specification for Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material).
18. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.

19. ASTM C1290 - Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.
20. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
21. ASTM D4637 - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane.
22. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
23. ASTM E162 - Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.

B. Sheet Metal and Air Conditioning Contractors:
1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

C. Underwriters Laboratories Inc.:
1. UL 1978 - Standard for Safety for Grease Ducts.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for Submittal procedures.
B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
C. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.

1.4 QUALITY ASSURANCE

A. Pipe insulation manufactured in accordance with ASTM C585 for inner and outer diameters.
B. Factory fabricated fitting covers manufactured in accordance with ASTM C450.
C. Duct and pipe insulation, Coverings, and Linings: Maximum 25/50 flame spread/smoke developed index, when tested in accordance with ASTM E84, using specimen procedures and mounting procedures of ASTM E 2231.
D. Perform Work in accordance with State and local codes.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years’ experience.
B. Applicator: Company specializing in performing Work of this section with minimum 3 years’ experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for product storage and handling requirements.
B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
C. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for product warranties and product bonds.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Glass Fiber and Mineral Fiber Insulation
   1. Manufacturers:
      a. Johns Manville
      b. Knauf insulation
      c. Owens corning
      d. Substitutions: Division 01 and Section 23 05 00 “General Mechanical Requirements” for substituted products.

B. Closed Cell Elastomeric Insulation
   1. Manufacturers:
      a. Armacell
      b. Aeroflex USA
      c. Substitutions: Division 01 and Section 23 05 00 “General Mechanical Requirements” for substituted products.

2.2 PIPE INSULATION

A. TYPE P-1: ASTM C534, Type I, flexible, closed cell elastomeric insulation, tubular.
   1. Thermal Conductivity: 0.27 at 75 degrees F.
   2. Operating Temperature Range: Range: Minus 70 to 180 degrees F.

2.3 PIPE INSULATION ACCESSORIES

A. Vapor Retarder Lap Adhesive: Compatible with insulation.
B. Covering Adhesive Mastic: Compatible with insulation.
C. Piping 1-1/2 Inches Diameter and Smaller: Galvanized steel insulation protection shield. MSS SP-69, Type 40. Length: Based on pipe size and insulation thickness.
D. Piping 2 Inches Diameter and Larger: Wood insulation saddle, hard maple. Inserts length: not less than 6 inches long, matching thickness and contour of adjoining insulation.
E. Closed Cell Elastomeric Insulation Pipe Hanger: Polyurethane insert with aluminum single piece construction with self-adhesive closure. Thickness to match pipe insulation.
F. Insulating Cement: ASTM C195; hydraulic setting on mineral wool.
G. Adhesives: Compatible with insulation.

2.4 DUCTWORK INSULATION

A. Type D-1: ASTM C1290, Type II, flexible glass fiber, commercial grade with factory applied reinforced aluminum foil jacket meeting ASTM C1136, Type II.
   1. Thermal Conductivity: 0.25 at 75 degrees F.
   2. Maximum Operating Temperature: 250 degrees F.
   3. Density: 1.0 pound per cubic foot

2.5 DUCTWORK INSULATION ACCESSORIES

A. Vapor Retarder Tape:
   1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
B. Vapor Retarder Lap Adhesive: Compatible with insulation.
C. Adhesive: Waterproof, ASTM E162 fire-retardant type.
D. Liner Fasteners: Galvanized steel, impact applied with press-on head.
E. Tie Wire: 0.048-inch stainless steel with twisted ends on maximum 12-inch centers.
F. Lagging Adhesive: Fire retardant type with maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
G. Impale Anchors: Galvanized steel, 12 gauge self-adhesive pad.
H. Adhesives: Compatible with insulation.
I. Membrane Adhesives: As recommended by membrane manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping, and ductwork has been tested before applying insulation materials.
B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION - PIPING SYSTEMS

A. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.
B. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of 1-hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Section 07 84 13 “Penetration Firestopping” for penetrations of assemblies with fire resistance rating greater than 1-hour.
C. Piping Systems Conveying Fluids Below Ambient Temperature:
   1. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, and expansion joints.
   2. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
   3. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.
D. Glass Fiber Board Insulation:

1. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
2. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.
3. Cover wire mesh or bands with cement to a thickness to remove surface irregularities.

E. Hot Piping Systems less than 140 degrees F:
1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
3. Do not insulate unions and flanges at equipment, but bevel and seal ends of insulation at such locations.

F. Hot Piping Systems greater than 140 degrees F:
1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
3. Insulate flanges and unions at equipment.

G. Inserts and Shields:
1. Piping 1-1/2-Inch Diameter and Smaller: Install galvanized steel shield between pipe hanger and insulation.
2. Piping 2-Inch Diameter and Larger: Install insert between support shield and piping and under finish jacket.
   a. Insert Configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.
   b. Insert Material: Compression resistant insulating material suitable for planned temperature range and service.

H. Insulation Terminating Points:
1. Condensate Piping: Insulate entire piping system and components to prevent condensation.

I. Closed Cell Elastomeric Insulation:
1. Push insulation on to piping.
2. Miter joints at elbows.
3. Seal seams and butt joints with manufacturer’s recommended adhesive.
4. When application requires multiple layers, apply with joints staggered.
5. Insulate fittings and valves with insulation of like material and thickness as adjacent pipe.

J. All refrigerant piping on exterior of the building. Cover with aluminum jacket with seams located at 3 or 9 o’clock position on side of horizontal piping with overlap facing down to shed water or on bottom side of horizontal piping.

K. Prepare pipe insulation for finish painting. Refer to Division 09.

3.3 INSTALLATION - DUCTWORK SYSTEMS

A. Duct dimensions indicated on Drawings are finished inside dimensions.

B. Insulated ductwork conveying air below ambient temperature:
1. Provide insulation with vapor retarder jackets.
2. Finish with tape and vapor retarder jacket.

3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

C. Insulated ductwork conveying air above ambient temperature:
1. Provide with or without standard vapor retarder jacket.
2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.

D. External Glass Fiber Duct Insulation:
1. Secure insulation with vapor retarder with wires and seal jacket joints with vapor retarder adhesive or tape to match jacket.
2. Secure insulation without vapor retarder with staples, tape, or wires.
3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
4. Seal vapor retarder penetrations by mechanical fasteners with vapor retarder adhesive.
5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.4 SCHEDULES

A. Cooling Services Piping Insulation Schedule:
1. Condensate Piping from Cooling Coils:
a. Type: P-1.
b. Thickness: 0.75-inch.
2. Refrigerant Suction:
a. Type: P-1.
b. Thickness: 0.75-inch.
3. Refrigerant Hot Gas:
a. Type: P-1.
b. Thickness: 0.75-inch.

B. Ductwork Insulation Schedule:
1. Outside Air Intake:
a. Type: D-1.
b. Thickness: As required to provide R-6.
2. Supply Ducts - Externally Insulated, Installed Thickness:
a. Type: D-1.
b. Thickness: As required to provide R-6.
3. Return Ducts - Externally Insulated, Installed Thickness:
a. Type: D-1
b. Thickness: As required to provide R-6.
4. Exhaust Air – Insulation not required.

END OF SECTION

SECTION 23 11 23 - FACILITY NATURAL-GAS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Natural gas piping buried beyond 5 feet of building.
   2. Natural gas piping buried within 5 feet of building.
   3. Natural gas piping above grade.
   4. Unions and flanges.
   5. Valves.
   6. Pipe hangers and supports.
   7. Natural gas pressure regulators.

B. Related Requirements:
   1. Section 23 05 29 “Hangers and Supports for HVAC Piping and Equipment” for product requirements for pipe hangers and supports for placement by this Section.
   2. Section 23 05 53 “Identification for HVAC and Plumbing Piping and Equipment” for product requirements for valve and pipe identification for placement by this Section.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI Z21.15 - Manually Operated Gas Valves for Appliances, Appliance Connector Valves and Hose End Valves.

B. American Society of Mechanical Engineers:
   1. ASME B16.3 - Malleable Iron Threaded Fittings.
   2. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
   3. ASME B16.33 - Manually Operated Metallic Gas Valves for Use in Gas Piping Systems Up to 125 psig (sizes 1/2 - 2).
   4. ASME B31.9 - Building Services Piping.
   5. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.

C. ASTM International:
   1. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
   2. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
   3. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
   4. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
   5. ASTM B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
   6. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

D. American Welding Society:
   1. AWS D1.1 - Structural Welding Code - Steel.

E. American Water Works Association:
   1. AWWA C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.

F. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
   2. MSS SP 67 - Butterfly Valves.
   3. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
   4. MSS SP 78 - Cast Iron Plug Valves, Flanged and Threaded Ends.
   5. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
   6. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

G. National Fire Protection Association:
   1. NFPA 54 - National Fuel Gas Code.

H. Underwriters Laboratories Inc.:
   1. UL 842 - Valves for Flammable Fluids.

1.3 SYSTEM DESCRIPTION

A. Where more than 1 piping system material is specified, provide compatible system components and joints. Use non-conducting dielectric connections when joining dissimilar metals in systems.

B. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections. Do not use direct welded or threaded connections to valves, equipment.

C. Provide pipe hangers and supports in accordance with ASME B31.9, ASTM F708, MSS SP 58, MSS SP 69, and MSS SP 89.

D. Use plug, or ball, valves for shut-off and to isolate equipment, part of systems, or vertical risers.

1.4 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittal procedures.

B. Product Data:
   1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturers catalog information.
   2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
   3. Hangers and Supports: Submit manufacturers catalog information including load capacity.
   4. Piping Specialties: Submit manufacturers catalog information including capacity, rough-in requirements, and service sizes for the following:
      a. Natural gas pressure regulators.

C. Test Reports: Indicate results of piping system pressure test.

D. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of valves, piping system, and system components.

B. Operation and Maintenance Data: Submit for valves and gas pressure regulators installation instructions, spare parts lists, and exploded assembly views.

1.6 QUALITY ASSURANCE

A. Perform natural gas Work in accordance with NFPA 54.
B. Perform work in accordance with applicable code.
C. Perform Work in accordance with ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.
D. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
E. Furnish shutoff valves complying with ASME B16.33 or ANSI Z21.15.
F. Perform Work in accordance with State and local standards.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
B. Protect piping and fittings from soil and debris with temporary end caps and closures. Maintain in place until installation. Furnish temporary protective coating on cast iron and steel valves.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. Section 23 05 00 “General Mechanical Requirements” for product warranties

PART 2 - PRODUCTS

2.1 NATURAL GAS PIPING, BURIED BEYOND 5 FEET OF BUILDING

A. Steel Pipe: ASTM A53 Schedule 40 black.
   1. Fittings: ASTM A234 forged steel welding type.
   2. Joints: ASME B31.9, welded.
   3. Jacket: AWWA C105 polyethylene jacket or double layer, half-lapped 10 mil polyethylene tape.
B. Polyethylene Pipe: ASTM D2513, SDR 11.
   1. Fittings: ASTM D2513 or ASTM D2683 socket type.
   2. Joints: Fusion welded.

2.2 NATURAL GAS PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Steel Pipe: ASTM A53 Schedule 40 black.
   1. Fittings: ASTM A234 forged steel welding type.
   2. Joints: ASME B31.9, welded.
   3. Jacket: AWWA C105 polyethylene jacket or double layer, half-lapped 10 mil polyethylene tape.

2.3 NATURAL GAS PIPING, ABOVE GRADE

A. Steel Pipe: ASTM A53 Schedule 40 black.
   1. Fittings: ASME B16.3, malleable iron, or ASTM A234 forged steel welding type.
   2. Joints: Threaded for pipe 2 inch and smaller; welded for pipe 2-1/2 inches and larger.

2.4 UNIONS AND FLANGES

A. Unions for Pipe 2 inches and Smaller:
   1. Ferrous Piping: Class 150, malleable iron, threaded.
   2. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.
B. Flanges for Pipe 2-1/2 inches and Larger:
   1. Ferrous Piping: Class 150, forged steel, slip-on flanges.
   2. Gaskets: 1/16-inch thick preformed neoprene gaskets.

2.5 BALL VALVES

A. Manufacturers:
   1. Nibco Inc.
   2. Milwaukee Valve Company
   3. Apollo Flow Copntrols
   4. Substitutions: Division 01 and Section 23 05 00 “General Mechanical Requirements” for substituted products.
B. 1/4-inch to 1-inch : MSS SP 110, Class 125, 2-piece, threaded ends, bronze body, chrome plated bronze ball, reinforced teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG, full port.
C. 1-1/4-inch to 3-inch : MSS SP 110, Class 125, 2-piece, threaded ends, bronze body, chrome plated bronze ball, reinforced teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG, conventional port.

2.6 PLUG VALVES

A. Manufacturers:
   1. DeZurik, Unit of SPX Corp
   2. Flow Control Equipment, Inc,
   3. Homestead Valve Model
B. 2 inches and Smaller: MSS SP 78, Class 150semi-steel construction, rectangular port, regular opening, pressure lubricated, teflon packing, threaded ends. Furnish 1 plug valve wrench for every ten plug-valves with minimum of 1 wrench.
C. 2-1/2 inches and Larger: MSS SP 78, Class 150semi-steel construction, rectangular port, regular opening, pressure lubricated, teflon packing, flanged ends. Furnish wrench-operated.

2.7 PIPE HANGERS AND SUPPORTS

A. Conform to NFPA 54, ASME 31.9, ASTM F708, MSS SP 58, MSS SP 69, and MSS SP 89.
B. Hangers for Pipe Sizes 1/2- to 1-1/2-inch: Carbon steel, adjustable swivel, split ring.
C. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
E. Wall Support for Pipe 3 inches and Smaller: Cast iron hook.
F. Vertical Support: Steel riser clamp or Angle ring.
G. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
H. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

2.8 NATURAL GAS PRESSURE REGULATORS

A. Product Description: Spring loaded, general purpose, self-operating service regulator including internal relief type diaphragm assembly and vent valve. Diaphragm case can be rotated 360 degrees in relation to body.
   1. Comply with ANSI Z21.80.
   2. Temperatures: minus 20 degrees F to 150 degrees F.
   3. Body: Cast iron or Steel.
   4. Spring case, lower diaphragm casing, union ring, seat ring and disk holder: Aluminum.
   5. Disk, diaphragm, and O-ring: Nitrile.
   6. Maximum inlet pressure: 150 psig.
   7. Furnish sizes 2 inches and smaller with threaded ends. Furnish sizes 2-1/2 inches and larger with flanged ends.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
B. Remove scale and dirt, on inside and outside, before assembly.
C. Prepare piping connections to equipment with flanges or unions.

3.3 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install hangers and supports in accordance with ASME B31.9, ASTM F708, and MSS SP 89.
B. Support horizontal piping hangers as scheduled.
C. Install hangers to provide minimum 1/2-inch space between finished covering and adjacent work.
D. Place hangers within 12 inches of each horizontal elbow.
E. Install hangers to allow 1-1/2-inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.

F. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
G. Where installing several pipes in parallel and at same elevation, provide multiple pipe hangers or trapeze hangers.
H. Prime coat exposed steel hangers and supports in accordance with Section 09 90 00 “Painting.” Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
I. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
J. Install pipe hangers and supports in accordance with Section 23 05 29 “Hangers and Supports for HVAC and Plumbing Piping and Equipment.”

3.4 INSTALLATION - BURIED PIPING SYSTEMS

A. Install natural gas piping in accordance with NFPA 54.
B. Verify connection size, location, and invert are as indicated on Drawings.
C. Establish elevations of buried piping with not less than 2 feet of cover.
D. Establish minimum separation of from other services piping in accordance with applicable code.
E. Remove scale and dirt on inside of piping before assembly.
F. Excavate pipe trench in accordance with Section 23 05 00 “General Mechanical Requirements.”
G. Install pipe to elevation as indicated on Drawings.
H. Install pipe on prepared bedding.
I. Route pipe in straight line.
J. Install pipe to allow for expansion and contraction without stressing pipe or joints.
K. Install plastic ribbon tape continuous over top of pipe.12 inches above pipe line.
L. Non-metallic pipe: Install trace wire continuous over top of pipe. 12 inches above pipe line,
M. Pipe Cover and Backfilling: In accordance with Section 23 05 00 “General Mechanical Requirements.”

3.5 INSTALLATION - ABOVE GROUND PIPING SYSTEMS

A. Install natural gas piping in accordance with NFPA 54.
B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
C. Route piping in orderly manner and maintain gradient.
D. Where required, bend pipe with pipe bending tools in accordance with procedures intended for that purpose.
E. Install piping to conserve building space and not interfere with use of space.
F. Size and install gas piping to provide sufficient gas to supply maximum appliance demand at pressure higher than appliance minimum inlet pressure.
G. Group piping whenever practical at common elevations.
H. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
I. Sleeve pipe passing through partitions, walls and floors. Refer to Section 23 05 00 “General Mechanical Requirements.”
J. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping. Refer to Section 07 84 13 “Penetration Firestopping.”
K. Provide clearance for installation of insulation and access to valves and fittings.
L. Provide access where valves and fittings are not exposed.

M. Where pipe support members are welded to structural building framing, scrape, brush clean, weld, and apply 1 coat of zinc rich primer.
N. Provide support for utility meters in accordance with requirements of utility company.
O. Install vent piping from gas pressure reducing valves to outdoors and terminate in weatherproof hood. Protect vent against entry of insects and foreign material.
    1. Minimum Vent Size: Connection size at regulator vent connection.
    2. Run individual vent line from each relief device, independent of breather vents.
    3. Do not terminate vent within 10’ of any outside air intake.
P. Breather vents may be manifolded together with piping sized for combined appliance vent requirements.
Q. Prepare pipe, fittings, supports, and accessories not pre-finished, ready for finish painting. Refer to Section 09 90 00 “Painting.”
R. Install identification on piping systems including underground piping.
S. Install valves with stems upright or horizontal, not inverted.
T. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

3.6 FIELD QUALITY CONTROL

A. Where gas appliance will be damaged by test pressure, disconnect appliance and cap piping during pressure test. Reconnect appliance after pressure test and leak test connection.
B. Where gas appliance is designed for operating pressures equal to or greater than piping test pressure, provide gas valve to isolate appliance or equipment from gas test pressure.
C. Pressure test natural gas piping in accordance with NFPA 54.
D. Inspect, test and purge gas piping in accordance with applicable code and local gas company requirements.
E. Where new branch piping is extended from existing system, pressure test new branch piping only. Leak test joint between new and existing piping with noncorrosive leak detection fluid or other approved method.
F. When pressure tests do not meet specified requirements, remove defective work, replace and retest.
G. Immediately after gas is applied to a new system, or a system has been restored after gas service interruption, check pipe for leakage.
    1. Where leakage is detected, shut off gas supply until necessary repairs are complete.
H. Do not place appliances in service until leak testing and repairs are complete.

3.7 SCHEDULES

A. Steel Pipe Hanger Spacing:
    1. Pipe Size 1/2-Inch:
        a. Maximum Hanger Spacing: 6 feet.
        b. Hanger Rod Diameter: 3/8-inch.
    2. Pipe Size 3/4-Inch:
        a. Maximum Hanger Spacing: 7 feet.
        b. Hanger Rod Diameter: 3/8-inch.
    3. Pipe Size 1-Inch:
        a. Maximum Hanger Spacing: 7 feet.
        b. Hanger Rod Diameter: 3/8-inch.
    4. Pipe Size 1-1/4 Inches:
        a. Maximum Hanger Spacing: 7 feet.
        b. Hanger Rod Diameter: 3/8-inch.

5. Pipe Size 1-1/2 Inches:
   a. Maximum Hanger Spacing: 9 feet.
   b. Hanger Rod Diameter: 3/8-inch.
6. Pipe Size 2 Inches:
   a. Maximum Hanger Spacing: 10 feet.
   b. Hanger Rod Diameter: 3/8-inch.
7. Pipe Size 2-1/2 Inches:
   a. Maximum Hanger Spacing: 10 feet.
   b. Hanger Rod Diameter: 1/2-inch.
8. Pipe Size 3 Inches:
   a. Maximum Hanger Spacing: 10 feet.
   b. Hanger Rod Diameter: 1/2-inch.
9. Pipe Size 4 Inches:
   a. Maximum Hanger Spacing: 10 feet.
   b. Hanger Rod Diameter: 5/8-inch.
10. Pipe Size 5 Inches:
   a. Maximum Hanger Spacing: 10 feet.
   b. Hanger Rod Diameter: 5/8-inch.
11. Pipe Size 6 Inches:
   a. Maximum Hanger Spacing: 10 feet.
   b. Hanger Rod Diameter: 3/4-inch.
12. Pipe Size 8 Inches:
   a. Maximum Hanger Spacing: 10 feet.
   b. Hanger Rod Diameter: 5/8-inch.

END OF SECTION

SECTION 23 23 00 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Refrigerant piping.
2. Unions, flanges, and couplings.
3. Valves.
4. Refrigerant strainers.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Air-Conditioning and Refrigeration Institute:
1. ARI 495 - Refrigerant Liquid Receivers.
2. ARI 710 - Liquid-Line Driers.
3. ARI 730 - Flow-Capacity Rating and Application of Suction-Line Filters and Filter Dryers.
4. ARI 750 - Thermostatic Refrigerant Expansion Valves.
5. ARI 760 - Solenoid Valves for Use with Volatile Refrigerants.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
1. ASHRAE 15 - Safety Code for Mechanical Refrigeration.

C. American Society of Mechanical Engineers:
1. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
2. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
3. ASME B31.5 - Refrigeration Piping.
4. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

D. ASTM International:
1. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
3. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
4. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
5. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
6. ASTM B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.

E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
2. AWS D1.1 - Structural Welding Code - Steel.

F. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
   2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
   3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
G. Underwriters Laboratories Inc.:
   1. UL 429 - Electrically Operated Valves.

1.3 SYSTEM DESCRIPTION

A. Where more than 1 piping system material is specified, provide compatible system components and joints. Use non-conducting dielectric connections when joining dissimilar metals in systems.
B. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections. Do not use direct welded or threaded connections to valves or equipment.
C. Provide pipe hangers and supports in accordance with ASME B31.5, ASTM F708, MSS SP 58, MSS SP 69, and MSS SP 89.

1.4 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittal Procedures.
B. Product Data:
   1. Piping: Submit data on pipe materials, fittings, and accessories.
   2. Valves: Submit manufacturer's catalog information with valve data and ratings for each service.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.5 code for installation of refrigerant piping systems.
B. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
C. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Fabricator or Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Dehydrate and charge refrigeration components including piping and receivers, seal prior to shipment. Maintain seal until connected into system.
B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install underground piping when bedding is wet or frozen.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. Division 01 and Section 23 05 00 “General Mechanical Requirements.”

PART 2 - PRODUCTS

2.1 REFRIGERANT PIPING

A. Copper Tubing: ASTM B280, drawn.
   1. Fittings: ASME B16.22 wrought copper.
   2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1,190 to 1,480 degrees F.

2.2 UNIONS, FLANGES, AND COUPLINGS

A. 2-Inch and Smaller:
   1. Copper Pipe: Bronze, soldered joints.
B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.3 VALVES

A. Ball Valves:
   1. 2-piece bolted forged brass body with teflon ball seals and copper tube extensions, brass bonnet and seal cap, chrome plated ball, stem with neoprene ring stem seals, soldered ends.
   2. Maximum working pressure: 500 psig.
   3. Maximum working temperature: 325 degrees F.
B. Service Valves:
   1. Forged brass body with copper stubs, brass caps, removable valve core, integral ball check valve, flared or solder ends.
   2. Maximum working pressure: 500 psig.
C. Refrigerant Check Valves:
   1. Straight Through Type:
      a. Spring, neoprene seat.
      b. Maximum working pressure: 500 psig.
      c. Maximum working temperature: 250 degrees F.

2.4 REFRIGERANT STRAINERS

A. Straight Line or Angle Line Type:
1. Brass or steel shell, steel cap and flange, and replaceable cartridge, with screen of stainless steel wire or monel reinforced with brass.
2. Maximum working pressure: 430 psig.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt on inside and outside before assembly.
C. Prepare piping connections to equipment with flanges or unions.
D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - INSERTS

A. Provide inserts for placement in concrete forms.
B. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.
D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Refer to Section 23 05 29 “Hangers and Supports for HVAC and Plumbing Piping and Equipment.”

3.5 INSTALLATION - ABOVE GROUND PIPING SYSTEMS

A. Route piping parallel to building structure and maintain gradient.
B. Install piping to conserve building space, and not interfere with use of space.
C. Group piping whenever practical at common elevations.
D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 23 05 00 “General Mechanical Requirements.”
E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
F. Provide access where valves and fittings are not exposed.
G. Arrange refrigerant piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.
H. Flood refrigerant piping system with nitrogen when brazing.

I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply 1 coat of zinc rich primer to welds.
J. Install valves with stems upright or horizontal, not inverted.
K. Insulate piping refer to Section 23 07 00 “HVAC Insulation.”
L. Fully charge completed system with refrigerant after testing.
M. Follow ASHRAE 15 procedures for charging and purging of systems and for disposal of refrigerant.
N. Install refrigerant piping in accordance with ASME B31.5.

3.6 FIELD QUALITY CONTROL

A. Test refrigeration system in accordance with ASME B31.5.
B. Pressure test refrigeration system with dry nitrogen to 200 psig.
C. Repair leaks.
D. Retest until no leaks are detected.

3.7 SCHEDULES

A. Copper Tube Hanger Spacing:
   1. Pipe Size 1/2-Inch:
      a. Maximum Hanger Spacing: 5 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   2. Pipe Size 3/4-Inch:
      a. Maximum Hanger Spacing: 5 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   3. Pipe Size 1-Inch:
      a. Maximum Hanger Spacing: 6 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   4. Pipe Size 1-1/4 Inches:
      a. Maximum Hanger Spacing: 7 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   5. Pipe Size 1-1/2 Inches:
      a. Maximum Hanger Spacing: 8 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   6. Pipe Size 2 Inches:
      a. Maximum Hanger Spacing: 8 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   7. Pipe Size 2-1/2 Inches:
      a. Maximum Hanger Spacing: 9 feet.
      b. Hanger Rod Diameter: 1/2-inch.
   8. Pipe Size 3 Inches:
      a. Maximum Hanger Spacing: 10 feet.
      b. Hanger Rod Diameter: 1/2-inch.
   9. Pipe Size 4 Inches:
      a. Maximum Hanger Spacing: 10 feet.
      b. Hanger Rod Diameter: 1/2-inch.

END OF SECTION

SECTION 23 31 00 - HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Duct materials.
2. Insulated flexible ducts.
3. Transverse duct connection system.
4. Ductwork fabrication.
5. Duct cleaning.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCE STANDARDS

A. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
1. ASHRAE Handbook - Fundamentals.

B. American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel.
2. AWS D1.2 - Structural Welding Code - Aluminum.
3. AWS D9.1 - Sheet Metal Welding Code.

C. ASTM International:
1. ASTM A36 - Standard Specification for Carbon Structural Steel.
2. ASTM A90 - Standard Test Method for Weight Mass of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
3. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
4. ASTM A568 - Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for.
5. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
6. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless-Steel Sheet, Strip, Plate, and Flat Bar.
7. ASTM A1008 - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
8. ASTM A1011 - 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.
9. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
10. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
11. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
12. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

D. International Code Council:
   1. International Energy Conservation Code (IECC).
   2. International Mechanical Code (IMC).
E. NFPA:
   1. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.
   2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.
   3. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
F. Sheet Metal and Air Conditioning Contractors' National Association:
   1. SMACNA 016 - HVAC Air Duct Leakage Test Manual.
   2. SMACNA 1767 - Kitchen Ventilation Systems and Food Service Equipment Guidelines.
   3. SMACNA 1884 - Fibrous Glass Duct Construction Standards.
   4. SMACNA 1966 - HVAC Duct Construction Standards - Metal and Flexible.
G. UL:
   1. UL 181 - Factory-Made Air Ducts and Air Connectors.
   2. UL 181A - Closure Systems for Use With Rigid Air Ducts.
   3. UL 1978 - Grease Ducts.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittal Procedures.
B. Product Data: Submit manufacturer information for duct materials

1.4 QUALITY ASSURANCE

A. Perform Work according to SMACNA 1884 and 1966.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
B. Store materials according to manufacturer instructions.
C. Protection:
   1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
   2. Provide additional protection according to manufacturer instructions.

1.7 AMBIENT CONDITIONS

A. Minimum Conditions: Do not install duct sealant when temperatures are less than those recommended by sealant manufacturer.

B. Subsequent Conditions: Maintain temperatures during and after installation of duct sealant.

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 DUCTS

A. Performance and Design Criteria:
   1. Variation of duct configuration or sizes other than those of equivalent or lower loss coefficient is not permitted except by written permission of Engineer.
   2. Size round ducts installed in place of rectangular ducts according to ASHRAE Handbook - Fundamentals.

B. Galvanized-Steel Ducts:
   1. Material: ASTM A653 galvanized-steel sheet.
   2. Quality: Lock forming.
   3. Finish: G90 zinc coating according to ASTM A90.

C. Fasteners: Rivets, bolts, or sheet metal screws.

D. Hanger Rod:
   1. Material: Galvanized steel.
   2. Comply with ASTM A36.
   3. Type: Threaded continuously.

2.2 INSULATED FLEXIBLE DUCTS

A. Description:
   1. 2-ply vinyl film supported by helical-wound spring steel wire.
   2. Insulation: Fiberglass.
   3. Vapor Barrier Film: Polyethylene (PE) or Aluminized.
   4. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
   5. Maximum Velocity: 4,000 fpm.
   6. Temperature Range: Minus 10 to plus 160 degrees F.
   7. Thermal Resistance: 6.0 sq. ft. x h x deg. F/Btu.

2.3 TRANSVERSE DUCT CONNECTION SYSTEM

A. Description:
   1. Interlocking angle and duct edge connection system with sealant, gasket, cleats, and corner clips.
   2. Rigidity Class Connection: SMACNA "F." or "J."

2.4 FABRICATION

A. Rectangular Ducts:
   1. According to SMACNA 1966.
   2. Provide duct material, gauges, reinforcing, and sealing for indicated operating pressures.

B. Round Ducts:
   1. According to SMACNA 1966.
   2. Seams: Longitudinal.
   3. Provide duct material, gauges, reinforcing, and sealing for indicated operating pressures.

C. Tees, Bends, and Elbows:
   1. Minimum Radius:
      a. 1-1/2 times centerline duct width.
      b. If not possible or if rectangular elbows are used, provide turning vanes.
   2. If acoustical lining is indicated, furnish turning vanes of perforated metal with glass-fiber insulation.

D. Divergence:
   1. Increase duct sizes gradually, not exceeding 15 degrees of divergence wherever possible.
   2. Upstream of Equipment: Maximum 30 degrees.
   3. Downstream of Equipment: Maximum 45 degrees.

E. Takeoffs:
   1. Provide standard 45-degree lateral wye takeoffs.
   2. If not possible due to space limitations, provide 90-degree conical tee connections.

F. Sealing:
   1. Seal joints between duct sections and duct seams with welds, gaskets, mastic adhesives, mastic plus embedded fabric systems, or tape.
   2. Sealants, Mastics, and Tapes: Comply with UL 181A and provide products bearing appropriate UL 181A markings.

2.5 ACCESSORIES

A. Hangers and Supports:
   1. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
   2. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
   3. Strap and Rod Sizes:
      a. Comply with SMACNA 1966.
   4. Trapeze and Riser Supports:
      a. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
      b. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
      c. Supports for Aluminum Ducts: Aluminum or galvanized steel, coated with zinc chromate.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

3.2 PREPARATION

A. Obtain manufacturer's inspection and acceptance of fabrication and installation at beginning of installation.

B. Install temporary closures of metal or taped PE on open ductwork to prevent construction dust from entering ductwork system.

3.3 INSTALLATION

A. Install and seal ducts according to SMACNA 1966.
B. Glass-Fiber-Reinforced Ducts: Comply with SMACNA 1884.
C. Insulated Flexible Duct Fittings:
   1. Join each flexible duct section to main trunk duct through sheet metal fittings.
   2. Material: Galvanized steel.
   3. Equip fittings with factory-installed volume damper having positive locking regulator.
   4. Provide insulation guard with fittings installed in lined ductwork.
D. Use crimp joints with or without bead or beaded sleeve couplings for joining round duct sizes 8 inches and smaller.
E. Hanger and Supports:
   1. Fabricate and support ducts according to SMACNA 1966.
   2. Threaded Rods: Provide double nuts and lock washers.
   3. Building Attachments:
      a. Provide concrete inserts or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
      b. If possible, install concrete inserts before placing concrete.
      c. Powder-Actuated Concrete Fasteners:
         1) Use only for slabs more than 4 inches thick.
         2) Install after concrete is placed and completely cured.
         3) Do not use powder-actuated concrete fasteners for seismic restraints.
   4. Hanger Spacing:
      a. Comply with SMACNA 1966.
      b. Install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
      c. Extend strap supports down both sides of ducts and turn under bottom at least 1 inch.
      d. Secure hanger to sides and bottom of ducts with sheet metal screws.
   5. Hangers Exposed to View: Provide threaded rod and angle or channel supports.
   6. Vertical Ducts:
      a. Support with steel angles or channel secured to sides of duct with welds, bolts, sheet metal screws, or blind rivets.
      b. Support at each floor and at maximum intervals of 16 feet.
   7. Upper Attachments:
      a. Attach to structures.
      b. Selection and Sizing: Provide pull-out, tension, and shear capacities as required for supported loads and building materials.
   8. Penetrations:
      a. Avoid penetrations of ducts with hanger rods.
      b. If unavoidable, provide airtight rubber grommets at penetrations.
F. Connect flexible ducts to metal ducts with adhesive plus sheet metal screws.
G. Plenum Doors:
   1. Location: 6 to 12 inches above floor.
   2. Arrange door swing such that fan static pressure holds door in closed position.
H. Casings:
   1. Floor Mounting:

a. Install on 4-inch high concrete curbs.
b. At floor, rivet panels to angles 8 inches o.c.
c. If floors are acoustically insulated, provide liner of 18-gauge galvanized expanded metal mesh, supported 12 inches o.c. and turned up 12 inches at sides with sheet metal shields.

I. Outdoor Ductwork: Protect ductwork and ductwork supports, linings, and coverings from weather.

J. Exhaust Outlet Locations:
1. Minimum Distance from Property Lines: 3 feet.
2. Minimum Distance from Building Openings: 3 feet.
3. Minimum Distance from Outside Air Intakes: 10 feet.

K. Interface with Other Work:
1. Install openings in ductwork as required to accommodate thermometers and controllers.
2. Install pitot tube openings for testing of systems, complete with metal can with spring device or screw to prevent air leakage.
3. If openings are provided in insulated ductwork, install insulation material inside metal ring.
4. Connect diffusers or light troffer boots to low-pressure ducts directly or with 5-foot maximum length of flexible duct held in place with strap or clamp.
5. Connect air terminal units and/or air outlets and inlets to supply ducts directly or with 5-foot maximum length of flexible duct; do not use flexible duct to change direction.

3.4 CLEANING

A. Clean duct system and force air at high velocity through duct to remove accumulated dust.
B. To obtain sufficient airflow, clean 1/2 of system completely before proceeding to other half.
C. Protect sensitive equipment with temporary filters or bypass during cleaning.

3.5 SCHEDULES

A. Ductwork Material Schedule:
1. Supply: Steel.
2. Return and Relief: Steel.
3. General Exhaust: Steel.
4. Outside Air Intake: Steel.

B. Ductwork Pressure Class Schedule:
1. Constant Volume Supply: 1-inch wg, regardless of velocity.
2. Return and Relief: 1/2-inch wg.
3. General Exhaust: 1/2-inch wg.

END OF SECTION

SECTION 23 33 00 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Back-draft dampers.
   2. Duct access doors.
   3. Volume control dampers.
   4. Flexible duct connections.
   5. Duct test holes.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:
   1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

B. ASTM International:
   1. ASTM E1 - Standard Specification for ASTM Thermometers.

C. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
   2. NFPA 92A - Recommended Practice for Smoke-Control Systems.

D. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

E. Underwriters Laboratories Inc.:
   1. UL 555 - Standard for Safety for Fire Dampers.
   2. UL 555C - Standard for Safety for Ceiling Dampers.
   3. UL 555S - Standard for Safety for Smoke Dampers.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittal procedures.

B. Product Data: Submit data for shop fabricated assemblies and hardware used.

C. Product Data: Submit for the following. Include where applicable electrical characteristics and connection requirements.
   1. Fire dampers including locations and ratings.
   2. Smoke dampers including locations and ratings.
   3. Backdraft dampers.
   4. Flexible duct connections.
   5. Volume control dampers.
   6. Duct access doors.
   7. Duct test holes.

D. Product Data: For fire dampers, smoke dampers, or combination fire and smoke dampers submit the following:
   1. Include UL ratings, dynamic ratings, leakage, pressure drop and maximum pressure data.
   2. Indicate materials, construction, dimensions, and installation details.
   3. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.

E. Manufacturer's Installation Instructions: Submit for Fire and Combination Smoke and Fire Dampers.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of access doors and test holes.
B. Operation and Maintenance Data: Submit for Combination Smoke and Fire Dampers.

1.5 QUALITY ASSURANCE

A. Dampers tested, rated and labeled in accordance with the latest UL requirements.
B. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.
C. Perform Work in accordance with State and local standard.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years’ experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.
B. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.
C. Storage: Store materials in a dry area indoor, protected from damage.
D. Handling: Handle and lift dampers in accordance with manufacturer's instructions. Protect materials and finishes during handling and installation to prevent damage.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 COORDINATION

A. Coordinate Work where appropriate with building control Work.

1.10 WARRANTY

A. Section 23 05 00 “General Mechanical Requirements” for product warranties.

PART 2 - PRODUCTS

2.1 BACK-DRAFT DAMPERS

A. Product Description: Multi-Blade, back-draft dampers: Parallel-action, gravity-balanced, Galvanized 16-gauge thick steel, or extruded aluminum. Blades, maximum 6-inch width, center pivoted, with felt or flexible vinyl sealed edges. Blades linked together in rattle-free manner with 90-degree stop, steel ball bearings, and plated steel pivot pin. Furnish dampers with adjustment device to permit setting for varying differential static pressure.

2.2 DUCT ACCESS DOORS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
B. Fabrication: Rigid and close fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ductwork, furnish minimum 1-inch thick insulation with sheet metal cover.
   1. Less than 12 inches square, secure with sash locks.
   2. Up to 18 inches Square: Furnish 2 hinges and 2 sash locks.
   3. Up to 24 x 48 inches: 3 hinges and 2 compression latches.
   4. Larger Sizes: Furnish additional hinge.
   5. Access panels with sheet metal screw fasteners are not acceptable.

2.3 VOLUME CONTROL DAMPERS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
B. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8- by 72-inch. Assemble center and edge crimped blades in prime coated or galvanized frame channel with suitable hardware.
C. End Bearings: Except in round ductwork 12 inches and smaller, furnish end bearings. On multiple blade dampers, furnish oil-impregnated nylon or sintered bronze bearings. Furnish closed end bearings on ducts having pressure classification over 2 inches wg.
D. Quadrants:
   1. Furnish locking, indicating quadrant regulators on single and multi-blade dampers.
   2. On insulated ducts mount quadrant regulators on standoff mounting brackets, bases, or adapters.
   3. Where rod lengths exceed 30 inches furnish regulator at both ends.

2.4 FLEXIBLE DUCT CONNECTIONS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
B. Connector: Fabric crimped into metal edging strip.
   1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric conforming to NFPA 90A, minimum density 30 oz per sq yd.
   2. Net Fabric Width: Approximately 6 inches wide.
   3. Metal: 3-inch wide, 24-gauge galvanized steel.

2.5 DUCT TEST HOLES

A. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Furnish extended neck fittings to clear insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify rated walls are ready for fire damper installation.
B. Verify ducts and equipment installation are ready for accessories.
C. Check location of air outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.2 INSTALLATION.

A. Install in accordance with NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 31 00 “HVAC Ducts and Casings” for duct construction and pressure class.
B. Install Work in accordance with State and local standards.
C. Install back-draft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated on Drawings.
D. Access Doors: Install access doors at the following locations and as indicated on Drawings:
   1. Before and after each duct mounted filter.
   2. Before and after each duct mounted coil.
   3. Before and after each duct mounted fan.
   4. Before and after each automatic control damper.
   5. Before and after each fire damper, smoke damper, or combination fire and smoke damper.
   6. Downstream of each VAV box.
   7. Install at locations for cleaning kitchen exhaust ductwork in accordance with NFPA 96.
E. Access Door Sizes: Install minimum 8 x 8 inch size for hand access, 18- by 18-inch size for shoulder access, and as indicated on Drawings. Review locations prior to fabrication.
   1. Mark access doors for fire and smoke dampers on outside surface, with minimum 1/2-inch high letters reading: FIRE/SMOKE DAMPER, SMOKE DAMPER, OR FIRE DAMPER.
F. Install temporary duct test holes and required for testing and balancing purposes. Cut or drill in ducts. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
G. Install permanent duct test holes and required for testing and balancing purposes.
H. Install fire dampers , combination fire and smoke dampers, and smoke dampers at locations as indicated on Drawings. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
   1. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92A.
   2. Install dampers square and free from racking with blades running horizontally.
   3. Do not compress or stretch damper frame into duct or opening.
   4. Handle damper using sleeve or frame. Do not lift damper using blades, actuator, or jack shaft.

5. Install bracing for multiple section assemblies to support assembly weight and to hold against system pressure. Install bracing as needed.

3.3 DEMONSTRATION

A. Demonstrate re-setting of fire dampers to Owner's representative.

END OF SECTION

SECTION 23 34 00 - HVAC FANS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Downblast centrifugal roof fans.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Bearing Manufacturers Association:
   1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
   2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.
B. Air Movement and Control Association International, Inc.:
   1. AMCA 99 - Standards Handbook.
   2. AMCA 204 - Balance Quality and Vibration Levels for Fans.
   3. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
   4. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
   5. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
C. American Refrigeration Institute:
   1. ARI 1060 - Air-to-Air Energy Recovery Ventilation Equipment Certification Equipment Program.
D. ASTM International:
   1. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.
E. National Electrical Manufacturers Association:
   1. NEMA MG 1 - Motors and Generators.
   2. NEMA 250 - Enclosures for Electrical Equipment (1,000 Volts Maximum).
F. Underwriters Laboratories Inc.:
   1. UL 705 - Power Ventilators.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for Submittal Procedures.
B. Product Data: Submit data on each type of fan and include accessories, fan curves with specified operating point plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, electrical characteristics and connection requirements.
C. Manufacturer's Installation Instructions: Submit fan manufacturer instructions.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.5 QUALITY ASSURANCE

A. Performance Ratings: Conform to AMCA 210 and bear AMCA Certified Rating Seal.
B. Sound Ratings: AMCA 301, tested to AMCA 300, and bear AMCA Certified Sound Rating Seal.
C. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.
D. Balance Quality: Conform to AMCA 204.
E. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect motors, shafts, and bearings from weather and construction dust.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Refer to Section 23 05 00 “General Mechanical Requirements” for product warranties.

1.10 EXTRA MATERIALS

A. Furnish 2 sets of belts for each fan.

PART 2 - PRODUCTS

2.1 DOWNBLAST CENTRIFUGAL ROOF FANS

A. Manufacturers:
1. Greenheck Corp.
2. Loren Cook.
3. Substitutions: Refer to Section 23 05 00 “General Mechanical Requirements.”
B. General Description:
1. Downblast fan shall be for roof mounted applications.
2. Maximum continuous operating temperature is 180 Fahrenheit.
3. Each fan shall bear a permanently affixed manufacturer's engraved metal nameplate containing the model number and individual serial number.
C. Wheel:
1. Constructed of aluminum.
2. Non-overloading, backward inclined centrifugal.
3. Statically and dynamically balanced in accordance to AMCA Standard 204-05.

4. The wheel cone and fan inlet will be matched and shall have precise running tolerances for maximum performance and operating efficiency.

D. Electronically Commutated Motor
1. Motor enclosure: ODP.
2. Motor to be a DC electronic commutation type motor (ECM) specifically designed for fan applications. AC induction type motors are not acceptable. Examples of unacceptable motors are: Shaded Pole, Permanent Split Capacitor (PSC), Split Phase, Capacitor Start and 3-phase induction type motors.
3. Motors are permanently lubricated, heavy duty ball bearing type to match with the fan load and pre-wired to the specific voltage and phase.
4. Internal motor circuitry to convert AC power supplied to the fan to DC power to operate the motor.
5. Motor shall be speed controllable down to 20 percent of full speed (80 percent turndown). Speed shall be controlled by either a potentiometer dial mounted at the motor or by a 0-10 VDC signal.
6. Motor shall be a minimum of 85 percent efficient at all speeds.

E. Housing:
1. Motor cover, shroud, curb cap, and lower windband shall be constructed of heavy gauge aluminum.
2. Shroud shall have an integral rolled bead for extra strength.
3. Shroud shall be drawn from a disc and direct air downward.
4. Lower windband shall have a formed edge for added strength.
5. Motor cover shall be drawn from a disc.
6. All housing components shall have final thicknesses equal to or greater then preformed thickness.
7. Curb cap shall have pre-punched mounting holes to ensure correct attachment.
8. Rigid internal support structure.
9. Leak proof.

F. Housing Supports and Drive Frame: Drive frame assemblies shall be constructed of heavy gauge steel and mounted on vibration isolators.

G. Vibration Isolation:
1. Rubber isolators.
2. Sized to match the weight of each fan.

H. Disconnect Switches:
1. NEMA rated: NEMA 1: indoor application no water. Factory standard.
2. Positive electrical shut-off.
3. Wired from fan motor to junction box installed within motor compartment.

I. Options/Accessories:
1. Backdraft damper: Gravity actuated, aluminum multiple blade Construction, felt edged with offset hinge pin, nylon bearings, blades linked.
2. Birdscreen:
   a. Material Type: Galvanized.
   b. Protects fan discharge.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roof curbs are installed and dimensions are as instructed by manufacturer.

3.2 INSTALLATION

A. Secure roof fans with cadmium plated steel lag screws to roof curb.
B. Suspended Fans: Install flexible connections specified in Section 23 33 00 “Air Duct Accessories” between fan and ductwork. Ensure metal bands of connectors are parallel with minimum 1-inch flex between ductwork and fan while running.
C. Install backdraft dampers on inlet to roof exhaust fans.
D. Provide backdraft dampers on outlet from cabinet and ceiling fans and as indicated on Drawings.
E. Install safety screen where inlet or outlet is exposed.
F. Pipe scroll drains to nearest floor drain.
G. Install backdraft dampers on discharge of exhaust fans.
H. Provide sheaves required for final air balance.

3.3 CLEANING

A. Vacuum clean coils and inside of fan cabinet.

3.4 DEMONSTRATION

A. Demonstrate fan operation and maintenance procedures.

3.5 PROTECTION OF FINISHED WORK

A. Do not operate fans for until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION

SECTION 23 37 00 - AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Diffusers.
   2. Registers
   3. Grilles.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:
   1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.
B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 70 - Method of Testing for Rating the Performance of Air Outlets and Inlets.
C. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for Submittal Procedures.
B. Product Data: Submit sizes, finish, and type of mounting. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
C. Test Reports: Rating of air outlet and inlet performance.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 “Execution and Closeout Requirements” for closeout procedures.
B. Project Record Documents: Record actual locations of air outlets and inlets.

1.5 QUALITY ASSURANCE

A. Test and rate diffuser, register, and grille performance in accordance with ASHRAE 70.
B. Test and rate louver performance in accordance with AMCA 500.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience

1.7 WARRANTY

A. Section 01 70 00 “Execution and Closeout Requirements” for product warranties and product bonds.

PART 2 - PRODUCTS

2.1 DIFFUSERS, GRILLES, AND REGISTERS – Refer to Drawings for Air Distribution Schedules.

A. Manufacturers:
1. Nailor.
2. Titus.
3. Price.
4. Substitutions: Section 23 05 00 “General Mechanical Requirements.”
5.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify inlet and outlet locations.
B. Verify ceiling or wall systems are ready for installation.

3.2 INSTALLATION

A. Install diffusers to ductwork with airtight connection.
B. Install balancing dampers on duct take-off to diffusers, grilles, and registers, whether or not dampers are furnished as part of diffuser, grille, and register assembly.
C. Paint visible portion of ductwork behind air outlets and inlets matte black. Do not locate air registers, diffusers or grilles in floors of toilet or bathing rooms.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Check location of outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.4 SCHEDULES

A. Refer to Drawings for all schedules.

END OF SECTION

SECTION 23 81 26.10 - DUCTLESS SPLIT-SYSTEM AIR CONDITIONERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes mini-split system air conditioners, with remote air cooled condensing units.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 23 05 00 "General Mechanical Requirements."
   3. Division 26 Electrical.

1.2 REFERENCES

A. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
B. ARI 270 - Sound Rating of Outdoor Unitary Equipment.
C. ARI 340/360 - Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment.
D. ASHRAE 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
E. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 "General Mechanical Requirements" for submittals.
B. Product Data: Submit data indicating:
   1. Cooling and heating capacities.
   2. Dimensions.
   3. Rough-in connections and connection requirements.
   4. Duct connections.
   5. Electrical requirements with electrical characteristics and connection requirements.
   6. Controls.
   7. Accessories.
C. Manufacturer's Installation Instructions: Submit assembly, support details, connection requirements, and include start-up instructions.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of controls separate from units.
B. Operation and Maintenance Data: Submit manufacturer's descriptive literature, operating instructions, installation instructions, and maintenance and repair data.

1.5 QUALITY ASSURANCE

A. Cooling Capacity: Rate in accordance with ARI 210/240.
B. Sound Rating: Measure in accordance with ARI 270.
C. Insulation and Adhesives: Conform to requirements of NFPA 90A.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept equipment on site in factory packaging. Inspect for damage.
B. Protect equipment from damage by providing temporary covers until construction is complete in adjacent space.

1.8 WARRANTY

A. Furnish 5-year manufacturer's warranty for compressors.

PART 2 - PRODUCTS

2.1 MINI SPLIT SYSTEM AIR CONDITIONERS

A. Manufacturers:
   1. Carrier.
   2. Daikin.
   3. Mitsubishi Electric.
   4. L.G.
   5. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements."
B. Wal-Mounted Indoor Unit:
   1. Indoor unit shall be factory assembled, wired and run tested. Contained within the unit shall be all factory wiring, piping, control circuit board and fan motor. The unit shall have a self-diagnostic function, 3-minute time delay mechanism, an auto restart function, an emergency operation function and a test run switch. Indoor unit and refrigerant pipes will be charged with dry air instead of refrigerant before shipment from the factory.
   2. Unit Cabinet:
      a. Casing shall have a white finish.
      b. Multi-directional drain and refrigerant piping offering 4 directions for refrigerant piping and 2 directions for draining shall be standard.
      c. There shall be a separate back plate which secures the unit firmly to the wall.

3. Fan:
    a. Evaporator fan shall be an assembly with a line-flow fan direct driven by a single motor.
    b. Fan shall be statically and dynamically balanced and run on a motor with permanently lubricated bearings.
    c. A manual adjustable guide vane shall be provided with the ability to change the airflow from side to side (left to right).
    d. A motorized air sweep flow louver shall provide an automatic change in airflow by directing the air up and down to provide for uniform air distribution.
    e. Indoor fan shall consist of 3 speeds: High, Medium, and Low.
4. Filter: Return air shall be filtered by means of an easily removable washable filter.
5. Coil:
    a. Evaporator coil shall be of nonferrous construction with smooth plate fins on copper tubing.
    b. Tubing shall have inner grooves for high efficiency heat exchange.
    c. All tube joints shall be brazed with phos copper or silver alloy.
    d. Coils shall be pressure tested at the factory.
    e. A condensate pan and drain shall be provided under the coil.
6. Electrical:
    a. Unit shall be powered from the outdoor unit.
    b. Indoor unit shall not have any supplemental electrical heat elements.
7. Control:
    a. This unit shall have a wireless controller to perform input functions necessary to operate the system.
    b. Controller shall consist of a Power On-Off switch, Mode Selector, Temperature Setting, Timer Control, Fan Speed Select and Auto Vane selector.
    c. Temperature changes shall be by 2 degrees F increments with a range of 59 to 89 degrees F.
    d. Microprocessor located in the indoor unit shall have the capability of sensing return air temperature and indoor coil temperature, receiving and processing commands from the wireless controller, providing emergency operation and controlling the outdoor unit.
    e. System shall be capable of automatic restart when power is restored after power interruption.
    f. Control system shall control the continued operation of the air sweep louvers, as well as provide on/off and system/mode function switching.

C. Outdoor Unit:
1. Outdoor unit is designed specifically for use with the indoor units. The unit must have a powder coated finish. Outdoor unit shall be completely factory assembled, piped and wired. Each unit must be run tested at the factory.
2. Unit Cabinet: Casing shall be fabricated of galvanized steel, bonderized and finished with a powder coated baked enamel. Provide with manufacturers hail guard.
3. Fan:
    a. Unit shall be furnished with a direct drive propeller type fan.
    b. Motor shall have inherent protection, be permanently lubricated bearings.
    c. Fan motor shall be mounted for quiet operation.
    d. Fan shall be provided with a raised guard to prevent contact with moving parts.
    e. outdoor unit shall have a horizontal discharge airflow.

4. Coil:
   a. Condenser coil shall be of nonferrous construction with lanced or corrugated plate fins on copper tubing.
   b. Coil shall be protected with an integral metal guard.
   c. Refrigerant flow from the condenser shall be controlled by means of a metering orifice.
   d. Provide with either a factory installed or field installed hail screen.
5. Compressor:
   a. Compressor shall be a high-performance rotary.
   b. Outdoor unit shall have an accumulator.
   c. Compressor will be equipped with an internal thermal overload.
   d. Outdoor unit must have the ability to operate with a maximum height difference of 25 feet and have refrigerant tubing length of 49 feet between indoor and outdoor units without the need for line size changes, traps or additional oil.
   e. Compressor shall be mounted to avoid the transmission of vibration.
6. Electrical:
   a. Unit electrical power shall be as scheduled.
   b. Outdoor unit shall be controlled by the microprocessor located in the indoor unit.

2.2 ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Electrical Characteristics: In accordance with Division 26 Electrical.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping rough-in is at correct location.
B. Verify electrical rough-in is at correct location.

3.2 INSTALLATION

A. Install refrigerant piping from unit to remote condensing unit. Install refrigerant specialties furnished with unit.
B. Pipe condensate from drain pan to condensate drainage system. Refer to Drawings.
C. Install accessories furnished loose for field mounting.
D. Install electrical devices furnished loose for field mounting.
E. Install control wiring between unit control panel and field mounted control devices.

3.3 CLEANING

A. After construction is completed, clean exposed surfaces of units.
B. Vacuum clean coils and inside of cabinets.
C. Touch-up marred or scratched surfaces of factory finished cabinets, using finish materials furnished by manufacturer.

3.4 DEMONSTRATION

A. Demonstrate unit operation and maintenance.
B. Furnish services of manufacturer's technical representative for 2 hours to instruct Owner's personnel in operation and maintenance of units. Schedule training with Owner, provide at least 7 days' notice to of training date.

3.5 PROTECTION OF FINISHED WORK

A. Protect finished surfaces of cabinets with protective covers during remainder of construction.

END OF SECTION

SECTION 23 82 39 - UNIT HEATERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes suspended heaters with electric-resistance heating coils.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 90.1 – Energy Standard for Buildings Except Low-Rise Residential Buildings.
   2. ASHRAE 33: Method of Testing Forced Circulation Air Cooling and Heating Coils.
B. National Fire Protection Association:
   1. NFPA 70: National Electrical Code.
   2. NFPA 90A: Standard for the Installation of Air Conditioning and Ventilating Systems.
   3. NFPA 90B: Standard for the Installation of Warm Air Heating and Air Conditioning Systems.
C. UL LLC:
   1. UL 823: Standard for Electric Heaters for Use in Hazardous (Classified) Locations.
   2. UL 1995: Heating and Cooling Equipment.
   3. UL 2021: Fixed and Location-Dedicated Electric Room Heaters.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittals.
B. Product Data: Submit manufacturer’s literature and data indicating rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
C. Manufacturer’s Installation Instructions: Submit Indicate rigging and assembly.
D. Manufacturer’s Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit manufacturer’s descriptive literature, operating instructions, maintenance and repair data, and parts listing.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years’ experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years’ experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept heaters and controls on site in factory packaging. Inspect for damage.

1.8 FIELD MEASURMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 ELECTRIC RESISTANCE CEILING HEATERS

A. Manufacturers:
   1. Reznor.
   2. Markel.
   3. Substitutions: Refer to Section 23 05 00 “General Mechanical Requirements” for substitutions.
B. Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, heater exchanger, controls and accessories:
   1. Discharge Louvers: Flat ribbon wire, stamped-steel, or extruded aluminum grille.
   2. Control Voltage: 24 Volt, 60 Hertz.
   3. Location: Suspended mount.
   4. Heat ON indicator light.
C. Cabinet: Galvanized steel, corrosion resistant baked enamel finish, easily removed and secured access panels, insulated or double panel construction, constructed to fit into a ceiling.
D. Supply Fan: Propeller type with direct drive.
E. Heat Exchanger: Nickel-chromium-wire heating element enclosed in metallic sheath mechanically bonded into fins, or stainless steel tubular elements with aluminum fins, with automatic, integrated high-temperature cutout and overheat reset sensor. Element supports shall eliminate thermal expansion noise.
F. Controls:
   1. Thermostat integral to heater.
G. Motor Type: Permanently lubricated, totally enclosed, thermally protected, continuous duty.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION

A. Install units in accordance with NFPA 90B and NFPA 70.
B. Provide hangers and supports for suspended units. Refer Section 23 05 29 “Hangers and Supports for HVAC Piping and Equipment.”
C. Provide operating controls.
D. Provide connection to electrical power systems. Refer to Division 26.

END OF SECTION

SECTION 26 05 00 - BASIC ELECTRICAL METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Division 01 Specifications apply to Work of this Section.

1.2 REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS

A. Regulatory Agencies: Installation, materials, equipment and workmanship shall conform to the applicable provisions of the following:
B. National Electrical Code (NEC).
C. National Electrical Safety Code (NESC).
D. Terms and conditions of the electrical utility and other authorities having lawful jurisdiction pertaining to the Work required.
E. All temperature control wiring and associated conduit and boxes shall be provided under other Sections of the Specifications. All power and control wiring, not identified under Division 23, shall be provided under Division 26. Division 26 requirements include power wiring for smoke dampers and 120-volt power for mechanical equipment control equipment at all locations where required. It shall be the responsibility of the Electrical Contractor to coordinate for all locations requiring such power.
F. The Work covered by Division 26 of the Specifications includes the furnishing of all materials, labor, transportation, tools, permits, and fees for the complete installation of all Electrical Work required in the Contract Drawings.
G. In the event that additional or special construction is required, Contractor is responsible for providing all material and equipment which are usually furnished with such construction in order to complete the installation, whether indicated or not.
H. Contractor shall familiarize himself with the existing conditions of the site and advise the Architect of any discrepancy or conflict prior to Bidding.
I. Contractor shall be responsible for all permits, fees, and licenses required for the Project. All cost of such permits or fees shall be included in the Bid.
J. All equipment and material shall be installed in accordance with the applicable manufacturer's recommendations and standards.
K. Install sleeves, sealant pans, and roof penetrations as required for the installation of the Electrical Work. All such Work is subject to the approval of the Architect.
L. As part of this Project the Division 26 Contractor shall be responsible for providing all power and control wiring and conduit to support mechanical equipment, controls, dampers, etc.

1.3 SUBMITTALS

A. The intent of this Section is to give general submittal information, refer to specific submittal information in the subsequent Sections.
B. Within 10 days after award of the contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Minimum of 6 copies, or as directed by the Engineer, of each shall be submitted and shall include all items mentioned by model number and/or manufacturer's name in the Specifications or in schedules on the Drawings.

C. Requirements for each submittal:
   1. Bear a dated stamp or specific written indication that Contractor has reviewed and approved all submittal prior to submission to Engineer.
   2. Have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection (approval by Engineer shall not extend to these areas unless specifically noted by Engineer).
   3. Be clearly and SPECIFICALLY marked as to which specific piece of equipment is being submitted, by use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page.
   4. Be clearly marked as to which available options are being submitted that are associated with a piece of equipment.
   5. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable the Engineer to review the proposed equipment.
   6. Division 26 submittals shall be submitted at the same time as a single package. Fine Alarm submittals may be submitted separately.

D. Omission by Contractor of any of the above requirements or submittals will subject submittal to automatic rejection without review.

E. Any submittals received by Engineer that were not requested shall be returned without review of any kind.

PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS

A. The electrical requirements for equipment specified or indicated on the Drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than indicated on the Electrical Drawings, Contractor shall make any required changes to wire and conduit size, controls, overcurrent protection and installation as required to accommodate the equipment supplied, without additional charge to Owner. The complete responsibility and costs for such adjustments shall be assigned to the respective Section of this Specification under which the equipment is furnished.

2.2 MATERIALS

A. All similar materials and equipment shall be the product of the same manufacturer unless specified otherwise.

B. Materials and equipment shall be the standard products of manufacturers regularly engaged in the production of such material and shall be the manufacturer's current and standard design.

C. Altitude: Equipment affected by altitude shall perform satisfactorily for the function intended at the altitude of the Project site.

PART 3 - EXECUTION

3.1 GENERAL

A. Fabrication, erection, and installation of the complete electrical system shall be done in accordance with accepted good practice by qualified personnel experienced in such Work and shall proceed in an orderly manner so as not to impede the progress of the Project. The Electrical Contractor shall check all areas and surfaces where electrical equipment or material is to be installed, removed, or relocated and report any unsatisfactory conditions before

starting Work. Commencement of Work signifies this Contractor's acceptance of existing conditions. In the acceptance or rejection of the finished installation, no allowance will be made for lack of skill on the part of workmen. Surfaces requiring coatings will be completed prior to installation of any Electrical Work on these surfaces.

B. The Electrical Drawings are diagrammatic. The installation requirements shall be carefully coordinated with structural, architectural, and mechanical conditions and shall be adjusted to avoid conflict.

C. All Work shall be concealed in walls, ceilings, chases unless specifically noted to be exposed or otherwise approved.

D. The location of electrical equipment is approximate and are not intended to convey the exact details and mounting of location of outlets, equipment, and other items. Exact locations are to be field determined by actual measurements.

E. Consult the Architectural Drawings to determine wall finishes and locations of wall mounted equipment, countertop splashes and similar items to avoid conflict with electrical equipment.

F. Provide for the 120V power and fire alarm connections to the fire smoke dampers. Provide a toggle switch disconnect for each damper. Refer to the mechanical Drawings for locations. Connect a maximum of 5 dampers per circuit. Connect to nearest spare 20A/1P circuit breaker.

G. Part of this Project will include the installation of conduits, boxes, pull strings and other pathways to provide pathways for Owner installed data and phone cabling.

3.2 PERFORMANCE TESTS

A. Thoroughly test all control circuits, fixtures, services and all circuits for proper operating condition and freedom from grounds and short circuits before acceptance is requested. All equipment, appliances and devices shall be operated under load conditions.

B. After the interior wiring system installation is complete conduct operating tests for approval. When requested, test all the wire, cable, devices, and equipment after installation, to assure that all material continues to possess all the original characteristics as required by governing codes and standards listed in these Specifications.

C. After motor operation has been verified make voltage readings at all panelboards and starters. Based on these readings, make final adjustments of primary taps on all transformers in the building as directed, or coordinate with the utility proper building voltage.

D. Perform such other tests as required by other Sections of these Specifications or as requested to prove acceptability.

E. Furnish all instruments and labor for testing.

F. All material installed shall be listed, inspected, and approved by a nationally accepted testing laboratory such as UL and/or ETL. All material shall bear the UL or ETL label where available.

3.3 SUBMITTAL AND APPROVAL OF MATERIALS

A. All requirements for submittals shall comply with the applicable provisions included in the individual Specification Sections.

B. Unless identified as a sole source item, the listing of product manufacturers, catalog numbers, etc., on the Drawings is intended to establish a standard of quality of the product. It is the responsibility of Contractor to review all items he intends to submit. If equipment other than that indicated on Drawings is proposed by Contractor, the information will be reviewed at the time of the submission of the submittal.

3.4 PROJECT PHASING

A. Contractor shall make himself familiar with all construction documents associated with this Project and clearly adhere to the phasing requirements and Work restrictions stated herein.
B. Contractor shall be responsible for maintaining permanent power to all locations that are required to remain occupied. Outages for other areas shall be coordinated with Owner. Any temporary provisions required to provide temporary power shall be included in the Bid.

3.5 WORK IN EXISTING BUILDING

A. Part of the Work associated with this Project includes demolition and remodel Work within an existing facility.

END OF SECTION

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SECTION 26 05 05 - SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Sections Includes:
   1. Removal of existing electrical equipment, wiring, and conduit in areas to be remodeled; removal of designated construction; dismantling, cutting and alterations for completion of the Work.
   2. Disposal of materials.
   3. Storage of removed materials.
   4. Identification of utilities.
   5. Salvaged items.
   6. Protection of items to remain.
   7. Relocate existing equipment to accommodate construction.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 COORDINATION

A. Conduct demolition to minimize interference with adjacent and occupied building areas.
B. Coordinate demolition work with general contractor.
C. Coordinate and sequence demolition so as not to cause shutdown of operation of surrounding areas.
D. Shut-down Periods:
   1. Coordinate in advance with Architect, Owner, and Construction Manager.
   2. Power for equipment supplying heat shall be maintained at all times unless outage approved by Construction Manager.
E. Identify salvage items in cooperation with Owner.
F. Provide temporary lighting to uniform 15-foot candles, if not provided by natural lighting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.
B. Verify termination points for demolished services.

3.2 PREPARATION

A. Erect, and maintain temporary safeguards, including warning signs and lights, barricades, and similar measures, for protection of the public, Contractor’s employees, and existing improvements to remain.
B. Temporary egress signage and emergency lighting as required.

3.3 DEMOLITION

A. Demolition Drawings are based on field observation and existing record documents. Report discrepancies to Architect before disturbing existing installation.
B. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
C. Remove conduit, wire, boxes, and fastening devices to avoid any interference with new installation.
D. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.
E. Reconnect equipment being disturbed by renovation work and required for continue service to power panel currently serving the load or nearest available panel.
F. Disconnect or shut off service to areas where electrical work is to be removed. Remove electrical fixtures, equipment, and related switches, outlets, conduit and wiring which are not part of final project.
G. Install temporary wiring and connections to maintain existing systems in service during construction.
H. Remove, relocate, and extend existing installations to accommodate new construction.
I. Repair adjacent construction and finishes damaged during demolition and extension work.
J. Remove exposed abandoned grounding and bonding components, fasteners and supports, and electrical identification components, including abandoned components above accessible ceiling finishes. Cut embedded support elements flush with walls and floors.
K. Clean and repair existing equipment to remain or to be reinstalled.
L. Protect and retain power to existing active equipment remaining.
M. Cap abandoned empty conduit at both ends.

3.4 EXISTING PANELBOARDS

A. Ring out circuits in existing panel affected by the Work. Where additional circuits are needed, reuse circuits available for reuse. Install new breakers where required.
B. Tag unused circuits as spare.
C. Where existing circuits are indicated to be reused, use sensing measuring devices to verify circuits feeding Project area or are not in use.
D. Remove existing wire no longer in use from panel to equipment.
E. Provide new updated directories where more than three circuits have been modified or rewired.
F. Provide power to the fire alarm control panels and remote power supplies as required. Provide power from the existing power panels. All new circuit breakers shall match the existing.

3.5 SALVAGE ITEMS

A. Remove and protect items indicated on Drawings to be salvaged and returned to Owner. Owner shall retain the first right of refusal of all removed equipment. Where Owner does not desire salvaged equipment, Contractor shall remove and properly dispose of such equipment.
B. Items of salvageable value may be removed as work progresses. Transport salvaged items from site as they are removed.

3.6 CLEANING

A. Remove demolished materials as work progresses. Legally dispose.
B. Keep workplace neat.

3.7 PROTECTION OF FINISHED WORK

A. Do not permit traffic over unprotected floor surface.

END OF SECTION

SECTION 26 05 13 - BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Building wire and cable.
   2. Wiring connectors and connections.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 53 “Electrical Identification.”

1.2 REFERENCES

A. Section 01 40 00 “Quality Requirements,” for references and standards.
B. NECA Standard of Installation (National Electrical Contractors Association).
C. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
D. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 “Submittal Procedures.”
B. Product Data: Provide for each cable assembly type.

1.4 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 “Submittal Procedures.”
B. Test Reports: Indicate procedures and values obtained.
C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.5 SUBMITTALS AT PROJECT CLOSEOUT

A. Section 01 70 00 “Execution and Closeout Requirements,” for submittal procedures.
B. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to NFPA 70.
B. Furnish products listed and classified by U.L. as suitable for the purpose specified and indicated.

1.8 PROJECT CONDITIONS

A. Section 01 30 00 “Administrative Requirements.”
B. Verify that field measurements are as indicated.
C. Conductor sizes are based on copper.
D. Wire and cable routing indicated is approximate unless dimensioned.

1.9 COORDINATION

A. Coordinate Work under provisions of Section 01 30 00 "Administrative Requirements."
B. Where wire and cable destination are indicated and routing is not shown, determine exact routing and lengths shall be provided as required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Manufacturers:
   1. American Cable.
   2. Houston Wire and Cable.
   3. Southwire.
   4. Substitutions: Refer to Section 01 60 00 “Product Requirements.”
B. Description: Single conductor insulated wire.
C. Conductor: Copper.
D. Insulation Voltage Rating: 600 volts.
E. Insulation: NFPA 70, Type indicated herein. All ampacity ratings shall be based on 75 degrees Celsius rating.
F. MC Cable: Shall not be utilized on this project.

2.2 WIRING CONNECTORS

A. Split Bolt Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 “Product Requirements.”
B. Solderless Pressure Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 “Product Requirements.”
C. Spring Wire Connectors:
   1. Ideal.
   2. Substitutions: Refer to Section 01 60 00 “Product Requirements.”
D. Compression Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 “Product Requirements.”

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 “Administrative Requirements,” for verification of existing conditions before starting Work.
B. Verify that interior of building has been protected from weather.
C. Verify that mechanical Work likely to damage wire and cable has been completed.
D. Verify that raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRING METHODS

A. All Locations: Use only building wire, Type THW or THHN/THWN insulation, in raceway.
B. Use wiring methods indicated.

3.4 INSTALLATION

A. Section 01 40 00 “Quality Requirements,” per manufacturer's instructions.
B. Route wire and cable as required to meet Project Conditions.
C. Install cable in accordance with the NECA "Standard of Installation."
D. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
E. Use conductor not smaller than 12 AWG for power and lighting circuits with the exception of pre-manufactured fixture whips, listed for such use and not exceeding 6 feet in length.
F. Use conductor not smaller than 14 AWG for control circuits except as indicated on drawings.
G. Use 10 AWG conductors for 20 ampere, branch circuits longer than 100 feet and as indicated on the drawings.
H. Install all conductors in conduit.
I. Pull all conductors into raceway at same time.
J. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
K. Protect exposed cable from damage.
L. All cables shall be neatly supported.
M. Use suitable cable fittings and connectors.
N. Neatly train and lace wiring inside boxes, equipment, and panelboards.
O. Clean conductor surfaces before installing lugs and connectors.
P. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
Q. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
R. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
S. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
T. Identify and color code wire and cable under provisions of Section 26 05 13 "Building Wire and Cable." Identify each conductor with its circuit number or other designation indicated.

U. The number of conductors in each conduit run shall be limited to the requirements as indicated on the drawings and indicated in Article 310 of the National Electrical Code (i.e., no more than four current carrying conductors, including the grounded conductor in a single home run).

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 “Quality Requirements,” for field inspection, testing and adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 26 05 19 - EQUIPMENT WIRING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Electrical connections to equipment specified under other sections.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 00 “Basic Electrical Methods.”

1.2 REFERENCES

A. NEMA WD 1 - General Purpose Wiring Devices.
B. NEMA WD 6 - Wiring Device Configurations.
C. ANSI/NFPA 70 - National Electrical Code.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by U.L., as suitable for purpose specified and shown.

1.5 COORDINATION

A. Coordinate work under provisions of Section 01 30 00 "Administrative Requirements."
B. Obtain and review shop Drawings, product data, and manufacturer's instructions for equipment furnished under other Sections.
C. Determine connection locations and requirements.
D. Sequence rough-in of electrical connections to coordinate with installation schedule for equipment.
E. Sequence electrical connections to coordinate with start-up schedule for equipment.

PART 2 - PRODUCTS

2.1 CORDS AND CAPS

A. Attachment Plug Construction: Conform to NEMA WD 1.
B. Configuration: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
C. Cord Construction: ANSI/NFPA 70, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
E. Division 26 Contractor shall be responsible for providing matching cord/receptacle for all equipment not furnished with such equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify conditions under provisions of Section 01 30 00 "Administrative Requirements."
B. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.
B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
C. Make wiring connections using wire and cable with insulation suitable for temperatures encountered in heat producing equipment.
D. Provide receptacle outlet where connection with attachment plug is indicated. Provide cord and cap where field-supplied attachment plug is indicated.
E. Provide suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
F. Install disconnect switches, controllers, control stations, and control devices as indicated.
G. Modify equipment control wiring with terminal block jumpers as indicated.
H. Provide interconnecting conduit and wiring between devices and equipment where indicated.
I. Check and modify phase connections as required for proper motor rotation.
J. Provide power to equipment only after equipment supplier verifies acceptance to receive and approves.
K. Contractor shall coordinate with all equipment to verify exact power and control wiring as required to properly serve equipment.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Grounding electrodes and conductors.
   2. Equipment grounding conductors.
   3. Bonding.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Section 01 40 00 “Quality Requirements,” for references and standards.
B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
C. NFPA 70 - National Electrical Code.

1.3 GROUNDING SYSTEM DESCRIPTION

A. Metal frame of the building.
B. Rod electrodes.

1.4 PERFORMANCE REQUIREMENTS

A. Grounding System Maximum Resistance: 10 ohms.

1.5 SUBMITTALS FOR REVIEW

A. Section 01 33 00 “Submittal Procedures.”
B. Product Data: Provide for grounding electrodes and connections.

1.6 SUBMITTALS FOR CLOSEOUT

A. Section 01 70 00 “Execution and Closeout Requirements,” for submittal procedures.
B. Project Record Documents: Record actual locations of components and grounding electrodes.
C. Certificate of Compliance: Indicate approval of installation by authority having jurisdiction.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum 3 years' documented experience, and with service facilities within 100 miles of Project.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Products: Listed and classified by U.L., as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 MECHANICAL CONNECTORS

A. Material: Bronze.

2.2 EXOTHERMIC CONNECTIONS

A. Manufacturers: Cadweld.

2.3 WIRE

A. Material: Stranded copper.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 “Administrative Requirements,” for verification of existing conditions prior to beginning Work.

3.2 INSTALLATION

A. Section 01 40 00 “Quality Requirements,” for manufacturer’s instructions.
B. Grounding dry type transformers: Ground the transformers to the effectively grounded building steel system in accordance with NEC.
C. Provide bonding to meet Regulatory Requirements.
D. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
E. Grounding Electrode System: The new grounding electrode system shall consist of the common bonding of building steel, and connection from new equipment to the building’s existing grounding system.
F. Provide proper bonding of the electrical system’s grounded conductor (neutral) and the grounding electrode system sized in accordance with N.E.C. Article 250.
G. Provide grounding type bushings at all panelboards on the panel feeder.
H. Provide a separate insulated grounding conductor for all light fixture flexible whips.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 “Quality Requirements”: Field inspection, testing, adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.13.

END OF SECTION

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SECTION 26 05 29 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Conduit and equipment support.
   2. Anchors and fasteners.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NECA - National Electrical Contractors Association.
B. ANSI/NFPA 70 - National Electrical Code.

1.3 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by U.L. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. Materials and Finishes: Provide adequate corrosion resistance.
B. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.
C. Anchors and Fasteners:
   1. Concrete Structural Elements: Use expansion anchors, powder actuated anchors and preset inserts.
   2. Steel Structural Elements: Use beam clamps, spring steel clips and steel ramset fasteners.
   3. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
   4. Sheet Metal: Use sheet metal screws.
   5. Wood Elements: Use wood screws.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation."
C. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
D. Obtain permission from Engineer before drilling or cutting structural members.
E. Fabricate supports from structural steel as indicated on drawings. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use lock washers under all nuts.

F. Install surface-mounted cabinets and panelboards with minimum of four anchors.
G. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1-inch off wall.
H. Install conduit supports a maximum spacing specified in the NEC.
I. Contractor shall be responsible for providing steel channel anchored supports for all disconnects serving equipment. Provide galvanized channel and submit detail prior to fabrication.

END OF SECTION

SECTION 26 05 33.13 – CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal conduit.
   2. Flexible metal conduit.
   3. Liquid tight flexible metal conduit.
   4. Electrical metallic tubing.
   5. Fittings and conduit bodies.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 26 “Grounding and Bonding.”
   3. Section 26 05 29 “Supporting Devices.”
   4. Section 26 05 33.16 “Boxes.”
   5. Section 26 05 53 “Electrical Identification.”

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.
C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
D. ANSI/NFPA 70 - National Electrical Code.
E. NECA "Standard of Installation."
F. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 DESIGN REQUIREMENTS

A. Conduit Size: ANSI/NFPA 70.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, nonmetallic conduit, fittings and conduit bodies.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Section 01 70 00 "Execution and Closeout Requirements."
B. Accurately record actual routing of conduits.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle Products to site under provisions of Section 01 60 00 "Product Requirements. "
B. Accept conduit on site. Inspect for damage.
C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
D. Protect PVC conduit from sunlight.

1.8 PROJECT CONDITIONS

A. Verify that field measurements are as shown on Drawings.
B. Verify routing and termination locations of conduit prior to rough-in.
C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

A. Minimum Size: 3/4-inch unless otherwise specified.
B. Wet and Damp Locations above grade: Use rigid steel or liquid tight flexible conduit.
C. Dry Locations: Use electrical metallic tubing for concealed and exposed locations.
D. Below Slab: Nonmetallic PVC conduit is acceptable within limitations specified.
E. Below Grade: Use only PVC coated rigid galvanized steel, wrapped rigid steel, or nonmetallic PVC conduit within limitations specified.
F. MC Cable: Shall not be utilized on this project.

2.2 METAL CONDUIT

A. Manufacturers:
   1. Allied.
   2. Wheatland.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Rigid Steel Conduit: ANSI C80.1.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel fittings.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Allied Tube.
   2. Electri-Flex.
   3. Greenfield.
   4. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: Interlocked steel construction. Aluminum is not permitted.
C. Fittings: ANSI/NEMA FB 1 with fittings approved for steel flex.
D. Applications: Use for final connections to motorized equipment, connections to recessed lighting fixtures located in accessible ceilings, and connections to dry type transformers. Utilization of 3/8-inch in lieu of the minimum 1/2-inch is acceptable under the limitations of the National Electrical Code.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Electri-flex.
   2. Ultratite.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: Interlocked steel construction with PVC jacket.
C. Fittings: ANSI/NEMA FB 1.
D. Applications: Use for final connections to motorized equipment in exterior locations and areas subjected to moisture (kitchen).

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied.
   2. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: ANSI C80.3; galvanized tubing.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel, compression.
D. Applications: Do not use below grade or in exterior locations. Use only in interior locations.

2.6 PVC COATED METAL CONDUIT

A. Manufacturers:
   1. Levy.
   2. Robroy Industries.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: NEMA RN-1, rigid steel conduit with external PVC coating, 20 mil thick.
C. General: Protective layer may be factory applied or galvanized rigid steel conduit may be applied with 2 layers of corrosion resistant tape.
D. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coatings to match conduit.

2.7 NON-METALLIC PVC CONDUIT

A. Manufacturers:
   1. Allied.
   2. Carlon.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: NEMA TC2; Schedule 40 PVC. Flame retardant type resistant to bending and cracking.
C. Fittings and conduit bodies: NEMA TC3.
D. Vertical risers and ells installed below grade shall be rigid steel with wrapping.
E. Do not use above grade.
F. Joints made with PVC fittings shall be applied with solvent compound after thorough cleaning.
G. Refer to Part 3. Do not use PVC conduit for conduits passing vertically through the slab.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install conduit in accordance with NECA "Standard of Installation."
B. Install nonmetallic conduit in accordance with manufacturer's instructions.
C. Arrange supports to prevent misalignment during wiring installation.
D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
E. Group related conduits; support using conduit rack. Construct rack using steel channel.
F. Fasten conduit supports to building structure and surfaces under provisions of Section 26 05 29 "Supporting Devices."
G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
H. Do not attach conduit to ceiling support wires.
I. Arrange conduit to maintain headroom and present neat appearance.
J. Route exposed conduit parallel and perpendicular to walls.
K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
L. Maintain adequate clearance between conduit and piping.
M. Maintain 12-inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
N. Cut conduit square using saw or pipecutter; de-burr cut ends.
O. Bring conduit to shoulder of fittings; fasten securely.
P. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.
R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses, control and expansion joints.
T. Provide suitable pull string in each empty conduit except sleeves and nipples.
U. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
V. Ground and bond conduit under provisions of Section 26 05 26 "Grounding and Bonding."
W. Identify conduit under provisions of Section 26 05 53 "Electrical Identification."
X. Ducts shall be cleaned with a flexible mandrel assembly.
Y. All conduits passing vertically through slabs or through earth on grade shall be PVC-coated, rigid steel. Rigid steel conduits shall be applied with protective coatings as indicated herein. All transitions from PVC to rigid steel shall occur below the slab.
Z. Underground branch circuit extensions to parking lot lighting fixtures and other branch circuits may be direct buried PVC conduit. Service entrance PVC conduit shall be concrete encased in accordance with the drawings unless otherwise approved by the Architect.
AA. Minimum cover for underground conduits shall be 24 inches unless otherwise noted.
BB. All conduit shall be routed concealed as much as possible including conduit serving roof-mounted equipment. Roof penetrations for conduits shall adhere to the requirements and details as indicated on the Architectural drawings.

3.2 INTERFACE WITH OTHER PRODUCTS

A. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.

END OF SECTION

SECTION 26 05 33.16 – BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wall and ceiling outlet boxes.
   2. Pull and junction boxes.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 27 26 “Wiring Devices, ”for wall plates in finished areas.

1.2 REFERENCES

A. NECA - Standard of Installation.
B. NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.
C. NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
D. NEMA 250 - Enclosures for Electrical Equipment (1,000 Volts Maximum).
E. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR CLOSEOUT

A. Section 01 70 00 “Execution and Closeout Requirements,” for submittals for Project closeout.
B. Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide Products listed and classified by UL, as suitable for the purpose specified and indicated.

1.5 GENERAL

A. Boxes in the conduit system are not shown on the Drawings. Contractor shall be responsible for installing pull and junction boxes where required to limit the number of bends or as necessary to limit cable pulling tensions.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
B. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include half-inch male fixture studs where required.
C. Cast Boxes: NEMA FB 1, Type FD, cast ferally. Provide gasketed cover by box manufacturer.
D. Wall Plates for Finished Areas: As specified in Section 26 27 26 “Wiring Devices.”

2.2 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
C. Material: Galvanized cast iron.
D. Cover: Furnish with ground flange, neoprene gasket, and stainless-steel cover screws.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify locations of outlets in all areas prior to rough-in.

3.2 INSTALLATION

A. Install boxes in accordance with NECA "Standard of Installation."
B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
C. Set wall mounted boxes at elevations to accommodate mounting heights specified in section for outlet device.
D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Adjust box location up to 10 feet if required to accommodate intended purpose.
E. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26 “Wiring Devices.”
F. Maintain headroom and present neat mechanical appearance.
G. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
H. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
I. Install boxes to preserve fire resistance rating of partitions and other elements.
J. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes with Architectural Drawings and other trades.
K. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
L. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
M. Use flush mounting outlet box in finished areas.
N. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
O. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.
P. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
Q. Use stamped steel bridges to fasten flush mounting outlet box between studs.
R. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
S. Use adjustable steel channel fasteners for hung ceiling outlet box.
T. Do not fasten boxes to ceiling support wires.
U. Support boxes independently of conduit.
V. Use gang box where more than one device is mounted together. Do not use sectional box.
W. Use gang box with plaster ring for single device outlets.
X. Use cast outlet box in exterior locations exposed to the weather and wet locations.

Y. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.
Z. Coordinate with other trades for box rough-in, such that control devices are grouped (i.e., thermostats, wall switches, volume controls, etc.).
AA. Refer to Specification Section 26 05 33.16 "Boxes" for junction box cover labeling.
BB. Provide adjustment and leveling for the flush floor mounted boxes.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Coordinate installation of outlet box for equipment connected under Section 26 05 19 “Equipment Wiring Systems.”

3.4 ADJUSTING

A. Section 01 70 00 “Execution and Closeout Requirements,” for adjusting installed Work.
B. Adjust flush-mounting outlets to make front flush with finished wall material.
C. Install knockout closures in unused box openings.

3.5 CLEANING

A. Section 01 70 00 “Execution and Closeout Requirements,” for cleaning installed Work.
B. Clean interior of boxes to remove dust, debris, and other material.
C. Clean exposed surfaces and restore finish.

3.6 REPAIR

A. Repair any areas or surfaces damaged during conduit installation.
B. Paint (resurface) to original condition.

END OF SECTION

SECTION 26 05 53 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates and labels.
   2. Wire and cable markers.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

A. Nameplates and Labels: Engraved three-layer laminated plastic, white letters on black background.
B. Locations:
   1. Each electrical distribution and control equipment enclosure.
   2. Communication cabinets, and computer cabinets.
   3. Field disconnects, start stop stations, control panels.
C. Letter Size:
   1. Use 1/4-inch letters for identifying individual equipment and loads.
   2. Use 1/4-inch letters for identifying grouped equipment and loads.
   3. Use 3/8-inch letters for identifying Main Disconnect equipment.
D. Provide a sample for engraved receptacle wall plates for review prior to installation.

2.2 WIRE/CONDUIT/BOX MARKERS

A. Description: Brady B-321 Heat-Shrink Polyolefin markers. Typed label to identify each termination end point of the conductor. DC conductors shall identify polarity. Locations: Each conductor at wireway, pull boxes, outlet and junction boxes, and each load connection. All conduit penetrations identifying the location of each end.
B. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
C. Boxes:
   1. Label each junction box in accessible locations to indicate the type of system (i.e., security; power circuit - 1, 3, 5; etc.).
   2. Boxes serving fire alarm system shall have box covers painted red.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.2 APPLICATION

A. Install nameplate and label parallel to equipment lines.
B. Secure nameplate to equipment front using screws or rivets.
C. Identify all conductors at every termination indicating endpoints of termination and tag identification as required.
D. Color coding for phase identification:

120/208 volts	Phase	277/480 Volts
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by colored electrical tape. Conductor identification shall be provided within each enclosure where a tap, splice, or termination is made.

END OF SECTION

SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wall switches.
   2. Receptacles.
   3. Device plates and decorative box covers.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 33.16 "Boxes."

1.2 REFERENCES

A. NECA - Standard of Installation.
B. NEMA WD 1 - General Requirements for Wiring Devices.
C. NEMA WD 6 - Wiring Device -- Dimensional Requirements.
D. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
C. Manufacturers with similar catalog numbers will not be considered as a basis for an equivalent product.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum 3 years' documented experience.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide Products listed and classified by U.L., as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL SWITCHES

A. Manufacturers:
   1. Hubbell PRO1221-W.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."

B. Description: NEMA WD 1, 20 amp, Heavy-Duty, AC only general-use snap switch.

C. Body and Handle: nylon white handle.
D. Utilize equivalent series of manufacturer's numbers above for 3-way, 4-way and 2-pole applications.

2.2 DIMMERS

A. Manufacturers:
   1. Lutron Nova.
   2. Or approved equal.
B. Description: 1,500 watt, 277V, 60 Hz. Slide control.
C. Device Body: Provide decorative, white plate kit.
D. All LED dimmers shall be compatible with LED dimming drivers; Lutron Hi-Lum or approved equal.

2.3 RECEPTACLES

A. Manufacturers:
   1. Hubbell PRO 5352-W.
   2. Substitutions: Approved equal; refer to Section 01 60 00 "Product Requirements."
B. Description: NEMA WD 1, Heavy-duty general use receptacle, with triple wipe contacts and grounding contacts integral with backstrap (no rivets).
C. Device Body: White plastic.
D. Configuration: NEMA WD 6, type as specified and indicated.
E. Convenience Receptacle: Type 5-20.
F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements. Hubbell PRO GF5352-W or equivalent.
G. USB/Power Combination Receptacles: Provide single gang duplex receptacle with integral USB charger receptacle. Hubbell USB202W or equivalent. Refer to power Plans for receptacles with "USB" text located adjacent to duplex receptacle.

2.4 WALL PLATES

A. Decorative Cover Plate: Stainless steel.
B. Weatherproof Cover Plate: Gasketed cast metal with gasketed device cover on exterior devices.
C. Surface Mounted Plates: Galvanized steel plates.
D. Refer to specification Section 26 05 53 "Electrical Identification" for requirements of labeling receptacle plates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements," for verification of existing conditions prior to beginning Work.
B. Verify that outlet boxes are installed at proper height.
C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
E. Verify installation location of all boxes to be installed in millwork with Architect.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install in accordance with NECA "Standard of Installation."
B. Install devices plumb and level.
C. Install switches with OFF position down.
D. Install receptacles with grounding pole on top.
E. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
F. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
G. Connect wiring devices by wrapping conductor around screw terminal.
H. Use jumbo size plates for outlets installed in masonry walls.
I. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.
J. Install blank cover plate to match other wall plates on all unused boxes.
K. Coordinate with exact equipment locations prior to rough-in.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 "Boxes" to obtain mounting heights specified and indicated on drawings.
B. Install all wall switches, thermostats, fire alarm pull stations and all control operators at 42 inches above finished floor.
C. Install convenience receptacle 18 inches above finished floor unless otherwise shown on plans.
D. Install convenience receptacle 6 inches above backsplash of counter unless otherwise directed by Architect.
E. Install telephone jack 18 inches above finished floor.
F. Install telephone jack for side-reach wall telephone to position top of telephone at 52 inches above finished floor.
G. Install telephone jack for forward-reach wall telephone to position top of telephone at 42 inches above finished floor.

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements," for field inspection, testing, adjusting, and balancing.
B. Inspect each wiring device for defects.
C. Operate each wall switch with circuit energized and verify proper operation.
D. Verify that each receptacle device is energized.
E. Test each receptacle device for proper polarity.
F. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

A. Section 01 70 00 "Execution and Closeout Requirements," for adjusting installed Work.
B. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. Section 01 70 00 "Execution and Closeout Requirements," for cleaning installed Work.
B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

SECTION 26 51 00 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Interior luminaires and accessories.
   2. Exit signs.
   3. LED lamp emergency power supply.
   4. LED fixtures.
   5. Occupancy sensors.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NEMA WD 6 - Wiring Devices-Dimensional Requirements.
B. NFPA 70 - National Electrical Code.
C. NFPA 101 - Life Safety Code.

1.3 SUBMITTALS FOR REVIEW

A. Section 01 33 00 “Submittal Procedures.”
B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
C. Product Data: Provide dimensions, ratings, and performance data.

1.4 SUBSTITUTIONS

A. Refer to Section 26 05 00 "Basic Electrical Methods" for requirements.

1.5 SUBMITTALS FOR CLOSEOUT

A. Section 01 70 00 “Execution and Closeout Requirements,” for submittals for Project closeout.
B. Submit manufacturer's operation and maintenance instructions for each product.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum 3 years' documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Conform to requirements of NFPA 101.
C. Products: Listed and classified by U.L., as suitable for the purpose specified and indicated.

1.8 EXTRA PRODUCTS

A. Section 01 70 00 “Execution and Closeout Requirements.”

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. Furnish Products as scheduled. Refer to Section 01 60 00 “Product Requirements” for substitutions and product options.

2.2 EXIT SIGNS

A. Furnish products as scheduled.

2.3 LED LAMP EMERGENCY POWER SUPPLY

A. Description: Emergency battery supply suitable for installation in ballast compartment of LED luminaire.
B. Lamp Rating: LED lamp providing 1,100 lumens minimum.
C. Battery: Sealed lead calcium type, rated 10-year life.
D. Include “Test” switch and “AC on” indicator light, installed to be operable and visible from the outside of an assembled luminaire.

2.4 LED FIXTURES

A. Shall be rated at a minimum of 50,000 hours at 70 percent lumen maintenance based on testing in accordance with LM80.
B. Shall have a class A sound rating.
C. Shall include integral EMI/RFI. Shall be in accordance with applicable FCC and IEEE standards.
D. Shall include integral 0-10 volt dimming capability with dimming range of 10-100 percent dimming minimum.
E. Power factor shall be 0.85 or better.
F. Efficiency:
    1. For standard 2 feet by 4 feet troffers the lumens per watt (L/W) shall be a minimum of 95 L/W.
    2. For other recessed cans, linear recessed fixtures a minimum of 55 L/W.
    3. Or as indicated on plans.
G. Color Rendering Index (CRI) Color shift or maintenance shall be measured by LR14.
    1. For standard 2 feet by 4 feet troffers the CRI should be 82 CRI or better.
    2. For other LED fixtures a minimum of 75 CRI or better.
    3. Or as indicated on plans.

2.5 OCCUPANCY SENSORS

A. Sensors
   1. Provide dual technology passive infrared/ultrasonic sensors where indicated on the drawings.
   2. All units shall be U.L. listed.
   3. Provide adjustable sensitivity and digital time delay.
   4. Provide with swivel mounted bracket for use in ceiling mounted applications.
   5. Provide LED indication for occupancy detection of each of the two technologies.
   6. Sensors shall be capable of covering an area of approximately 1,000 square feet while detecting typical desktop motions.
   7. Sensors shall be equal to Watt Stopper DT-205 or approved equal.
   8. Single wall switch occupancy sensor shall be Watt Stopper WI-200 or approved equal.
   9. Dual wall switch occupancy sensor shall be Watt Stopper WI-300 or approved equal.

B. Accessories
   1. Provide power packs and slave packs as required to power the sensors and provide interlocking and control strategies as indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
B. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
C. Exposed Grid Ceilings: Support surface mounted luminaires on grid ceiling directly from building structure.
D. Install recessed luminaires to permit removal from below.
E. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating in locations where fire rated ceilings are present.
F. Install clips to secure recessed grid-supported luminaires in place.
G. Install accessories furnished with each luminaire.
H. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
I. Bond products and metal accessories to branch circuit equipment grounding conductor.
J. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.
K. Provide a minimum of 100 hours of burn-in time at full intensity for lamps to be used on dimming systems or burn-in as recommended by ballast manufacturer.

3.2 FIELD QUALITY CONTROL

A. Section 01 40 00 “Quality Requirements,” for field inspection, testing, and adjusting.
B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.3 ADJUSTING

A. Section 01 70 00 “Execution and Closeout Requirements,” for adjusting installed Work.
B. Aim and adjust luminaires as directed.
C. Position exit sign directional arrows as indicated.

3.4 CLEANING

A. Section 01 70 00 “Execution and Closeout Requirements,” for cleaning installed Work.
B. Clean electrical parts to remove conductive and excess materials.
C. Remove dirt and debris from enclosures.
D. Clean photometric control surfaces as recommended by manufacturer.
E. Clean finishes and touch up damage.

3.5 DEMONSTRATION AND INSTRUCTIONS

A. Section 01 70 00 “Execution and Closeout Requirements,” demonstrating installed Work.

3.6 PROTECTION OF FINISHED WORK

A. Section 01 70 00 “Execution and Closeout Requirements,” for protecting installed Work.
B. Replace LED fixtures and/or drivers that have failed at Substantial Completion.

END OF SECTION

SECTION 31 14 13 – SOIL STRIPPING AND STOCKPILING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing existing vegetation.
   2. Clearing and grubbing.
   3. Stripping and stockpiling Root Zone mix.

B. Related Sections:
   1. Section 01 50 00 "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities
   2. Section 01 70 00 "Execution and Closeout Requirements" for field engineering and surveying.
   3. Section 02 41 19 "Selective Demolition" for partial demolition of buildings or structures.

1.2 DEFINITIONS

A. Gravel drainage material: All beneath the root zone mix layer of the soil profile.
B. Root Zone mix: Soil that is present at the top layer of the existing soil profile at the Project site, 90 percent sand 10 percent peat.
C. Vegetation: Turf, Tifsport hybrid bermuda.

1.3 MATERIAL OWNERSHIP

A. Except for stripped root zone mix turfgrass to be reinstalled and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
   1. Use sufficiently detailed photographs or videotape.

1.5 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
   1. Do not proceed with work on adjoining property until directed by Architect.
C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated**.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 EXISTING UTILITIES

A. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Owner’s written permission.

3.3 CLEARING

A. Remove vegetation to permit installation of new construction. If bid alternate for turfgrass salvage and renstallation is accepted, contractor shall use sod cutting, equipment to cut, roll, transport, and install sod where indicated and as specified for new sod installation.

3.4 ROOT ZONE STRIPPING

A. Remove turfgrass before stripping root zone mix.
B. Strip root zone mix to depth indicated on Drawings in a manner to prevent intermingling with underlying subsoil or other waste materials.
C. Stockpile root zone mix away from edge of excavations without intermixing with gravel. Grade and shape stockpiles to drain surface water.
   1. Limit height of stockpiles to 72 inches.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 20 00.10 - EARTH MOVING FOR FACILITY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating and backfilling for buildings and structures.
   2. Drainage course for concrete slabs-on-grade.
   3. Subbase course for asphalt paving.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
   3. Section 31 23 00 "Excavation and Fill" for site earth moving.
   4. Section 31 63 29 "Drilled Concrete Piers and Shafts" for excavation of shafts and disposal of surplus excavated material.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
   2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct preexcavation conference at Project site.
   1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
      a. Personnel and equipment needed to make progress and avoid delays.
      b. Coordination of Work with utility locator service.
      c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
      d. Extent of trenching by hand or with air spade.
      e. Field quality control.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.
B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
   1. Classification according to ASTM D 2487.
   2. Laboratory compaction curve according to ASTM D 698.

1.5 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
   1. Do not proceed with work on adjoining property until directed by Architect.
C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures are in place.
E. Do not commence earth-moving operations until plant-protection measures are in place.
F. The following practices are prohibited within protection zones:
   1. Storage of construction materials, debris, or excavated material.
   2. Parking vehicles or equipment.
   3. Foot traffic.
   4. Erection of sheds or structures.
   5. Impoundment of water.
   6. Excavation or other digging unless otherwise indicated.
   7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
G. Do not direct vehicle or equipment exhaust towards protection zones.
H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
B. Unsatisfactory Soils: Soil Classification Groups GC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
C. Sand: ASTM C 33; fine aggregate.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1-inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
   1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
   2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

3.6 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.
B. If unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
   2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, and replace with compacted backfill or fill as directed.
D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2,500 psi, may be used when approved
   1. Fill unauthorized excavations under other construction, pipe, or conduit as directed

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   2. Removing concrete formwork.
   3. Removing trash and debris.
   4. Installing permanent or temporary horizontal bracing on horizontally supported walls.
B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
B. Place and compact fill material in layers to required elevations as follows:
   1. Under footings and foundations, use engineered fill.
C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2-inch when tested with a 10-foot straightedge.

3.14 SUBSURFACE DRAINAGE

A. Subdrainage Pipe: Specified in Section 33 46 00 "Subdrainage."

3.15 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2937, and ASTM D 6938, as applicable. Tests will be performed at the following locations and frequencies:
    1. Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2,000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
    2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length but no fewer than two tests.
D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.16 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
    1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
    1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 32 18 23.13 – BASEBALL FIELD SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE

A. This item shall govern the placement and compaction of surfacing for the baseball and softball infields, and the baseball pitching mound.

PART 2 - PRODUCTS

2.1 INFIELD SURFACING

A. Infield surfacing shall be as manufactured by Tomlinson Ballfield material, 5305 Weatherford Hwy, Grandbury, TX 76049, (806) 279-1057.
   1. Ronnie's mound clay depth as indicated on plans.
   2. Must be free of foreign soil, debris, gravel, rock, organic matter, and other objectionable foreign material.

2.2 SAMPLE

A. Provide a one gallon sample of the proposed infield surfacing material submitted for the Owner's approval, prior to installation.

PART 3 - EXECUTION

3.1 INFIELD SURFACING:

A. Delivery: Infield surfacing shall be delivered in truck beds that have been completely cleaned of gravel or any other matter. Any load of material delivered which contains gravel will be rejected.
B. Subgrade: The subgrade shall have been prepared to receive the surfacing material.
C. Mixing: Surfacing material will be pre-mixed off-site, delivered to the site, and dumped in piles evenly spaced around the infield. Surfacing material shall be thoroughly blended in manner approved by the Owner.
D. Placement: Surfacing material mixture shall be dumped and spread to depth indicated on plans, then shall be tilled into the infield surfacing to a depth of two (2") inches.
E. Fine Grading: The surface of the surfacing material for the infield after laser grading shall be true to line, grade and cross section. When tested with an eight (8') foot straight edge it shall have no deviation from the face of the straight edge in excess of one-fourth (¼") inch at any point. Any point of the surface not meeting these requirements shall be corrected.

F. Watering: Water shall be applied over the entire area and allowed to penetrate to a depth of four (4") inches or until water is visibly standing on the surfacing material.

G. Compaction: Infield surfacing shall be compacted between ninety (90%) and ninety-five (95%) percent of Standard AASHTO Density by rolling with a small one (1) ton roller.

END OF SECTION

SECTION 32 18 23.16 - BALLFIELD TOPSOIL/ROOT ZONE MIX

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE

A. Work in this section includes furnishing all labor, materials, equipment, and services required to construct, shape, ballfield topsoil to the required lines, fine grades, and cross sections as specified herein and on the plans.
B. The Contractor will replace topsoil that may be lost to erosion or construction processes.

1.3 TEST REPORTS

A. The Contractor will bear the cost of all testing requirements and will submit test reports from a commercial testing USGA laboratory as specified herein and in the Conditions of the Contract. Contractor shall provide a one-gallon sample per 500 ton lot(s) of root zone mix for testing.
   1. Testing Lab: Thomas Turf Services 11183 State Hwy 30 College Station, TX 77845 (979) 774-1600.

1.4 GENERAL IMPORTANCE

A. Properly graded topsoil/ root zone mix in the ballfield is essential. The ballfield areas to be planted in turfgrass have minimal surface gradients which must be properly finished to ensure positive surface drainage. The Contractor will be required to prove the competence and experience of his workers and subcontractors with respect to their abilities to execute the fine grading required on this project.

PART 2 - PRODUCTS

2.1 TOPSOIL/ROOT ZONE MIX

A. Root zone mix will be used for the baseball field based on modified USGA construction: The root zone mix shall contain 100% USGA sand as noted in 2.4.

2.2 UNSUITABLE MATERIALS

A. Topsoil/ Root Zone mix will be declared as "unsuitable" by the Owner if, in his opinion, any of the following conditions or matter and particles are present to a degree that is judged detrimental to the proposed use of the material.
   1. Moisture.
   2. Decayed or undecayed vegetation.
   3. Hardpan clay, heavy clay, or clay balls.
   4. Rubbish.
   5. Construction rubble.
   6. Sand or gravel.
   7. Rocks, cobbles, or boulders.

8. Cementious matter.
9. Foreign matter of any kind.
10. Incorrect particle sizes.
11. Incorrect percolation on rates.
12. Improper mixture of sand and peat.
13. Material not previously tested and approved by USGA qualified lab.

B. Unsuitable materials will be disposed of as "waste".

2.3 PEAT

A. Peat not required for Rootzone mix.

2.4 SAND

A. Processed Sand: The sand shall be non-calcareous, clean and processed and meet the following particle size criteria. Calcareous sand meeting the following criteria will be acceptable only if proven that a local source within a 100-mile radius cannot be found to supply non-calcareous material meeting the following criteria.

Size	**Sleve Mesh**	**Diameter sleve (mm)**	**Allowable Range Percent Retained**
Gravel	10	2.00	Less than, equal to 3%
Very Coarse	18	1.00	Less than, equal to 7%
Coarse	35	0.50	At least 60% particles in this range
Medium	60	0.25	
Fine	100	0.15	20% maximum
Very Fine	270	0.05	5% maximum
Silt		0.002	5% maximum
Clay		Less than 0.002	3% maximum

2.5 TESTING

A. Rootzone Mixture Performance and Testing: United States Golf Association (USGA) physical evaluation protocol. Water retention shall be 30 cm tension. Tests shall determine compliance with specified mixing ratio and provide calibration data for the quality control program. Tests shall comply with the following criteria on a core compacted to 14.3 ft.-lb./inches squared:

Test Requirement	**Performance**
Infiltration Rate inches/hour	12 to 20
Bulk Density, grams/cc	1.2 to 1.6
Total Porosity, percent	35 to 55%
Saturation Percentage	35 to 65%

PART 3 - EXECUTION

3.1 GENERAL

A. Placement and fine grading of the ballfield topsoil shall be performed as specified herein, and the completed work shall conform to the required lines, grades, and cross sections of the plans. Root Zone mix shall not be delivered or placed until material sample has been tested and approved.

3.2 TOPSOIL PLACEMENT AND FINE GRADING

A. Topsoil/ Root Zone placement will not begin until all underground installations are complete, in place, tested to be working properly, and properly backfilled. Topsoil/Root Zone placement will not be attempted until construction which involves heavy vehicles is complete. Such vehicles cause rutting and over compaction.
B. Topsoil/Root Zone mix shall first be placed at a depth indicated on plans in 1" lifts.
C. The ballfield area should then be tilled to a depth of 6" to incorporate the new root zone mix and existing mix and to thoroughly blend, a minimum of 4 passes with tilling equipment is required. Rootzone tilling/blending shall be approved by Landscape Architect prior to the mix shall be wetted and compacted with a 2 ton roller prior to leveling. The ballfield shall then be laser graded to within ¼" tolerance elevation 25 feet in any direction.
D. Fine grading shall be executed over all athletic field playing areas by the use of laser guided earthwork equipment. Grades shall be approved by owner prior to sodding.
E. After fine grading is accomplished, it shall be the Contractor's responsibility to protect all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and accepted.

3.3 RECORD DRAWING

A. Upon completion of grading operations and prior to turfgrass planting, the Contractor must verify the accuracy of the ballfield grading by having a registered public surveyor shoot grades on a fifty (50') foot grid over the entire ballfield. The grades will then be transferred to a reproducible drawing of the grading plan and delivered to the Architect/Engineer for approval. No grass planting can begin until the Record Drawing is approved by the Architect/Engineer.

3.4 WARRANTY

A. The ball field topsoil/root zone mix shall be warrantied against settling or hearing for a period of one year. The contractor shall be notified immediately of any such issues and shall resolve through use of specified materials to remedy within one week of notification at no cost to the owner.

END OF SECTION

SECTION 32 84 00 – PLANTING IRRIGATION

PART 1 - GENERAL

1.1 SUMMARY

A. The work consists of installing a complete underground irrigation system as shown on the Drawings and as specified hereafter. The Contractor performing this work shall furnish all labor, equipment, materials and permits necessary for the completion of the system, except those specified to be furnished by others.
B. Unless otherwise specified or indicated on the Drawings, the construction of the irrigation system shall include the furnishing, installing and testing of all components pertinent to the plans and specifications of this system.
C. The Contractor shall perform all trenching, excavating, backfilling, compacting, electrical work, and any other work necessary for the completion of the project.

1.2 SITE INVESTIGATION

A. The Contractor shall examine related work and surfaces before starting the work of this section. The Contractor shall report to the Landscape Architect or his authorized representative, in writing, conditions which will prevent the proper execution of irrigation installation.
B. Deviations from plans and specifications shall be executed only with the express permission of the Landscape Architect and at no cost to the Owner. If obvious inadequacies or inappropriate design are found on the drawings, they shall be promptly brought to the attention of the Landscape Architect in writing before proceeding with installation of the system.

1.3 CODES, RULES AND SAFETY ORDERS

A. All work and materials shall be in full accordance with the latest local rules and regulations of safety.

1.4 PROTECTION

A. The Contractor shall furnish and maintain all warning signs, shoring, barricades, red lanterns, etc., as required by the Safety Orders of the Division of Industrial Safety and local ordinances.

1.5 DEFINITIONS

A. Lateral Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
B. Irrigation Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.
C. The following are industry abbreviations for plastic materials:
    1. ABS: Acrylonitrile-butadiene-styrene plastic.
    2. FRP: Fiberglass-reinforced plastic.
    3. PA: Polyamide (nylon) plastic.
    4. PE: Polyethylene plastic.
    5. PP: Polypropylene plastic.

6. PTFE: Polytetrafluoroethylene plastic.
7. PVC: Polyvinyl chloride plastic.
8. TFE: Tetrafluoroethylene plastic.

1.6 PERFORMANCE REQUIREMENTS

A. Maintain 100 percent water-coverage irrigation system for exterior plants indicated.
B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent water coverage of planting areas indicated.
C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties, unless otherwise indicated:
   1. Irrigation Main Piping: 200 psig.
   2. Lateral Piping: 200 psig.

1.7 SUBMITTALS

A. Prepare and make five sets of submittals providing manufacturer's specifications and "cut sheets" on the following components:
   1. Piping
   2. Joint materials
   3. Valve boxes
   4. PVC fittings
   5. Irrigation heads and nozzles

1.8 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
B. Comply with sections on general conditions. Quality control and Standard landscape practices.
C. Installer's Qualifications: Minimum of *5* years experience installing irrigation systems of comparable size, and current Irrigator's License. Submit a copy of Irrigator's License to the Landscape Architect.
D. Materials, equipment and methods of installation shall comply with the following codes and standards:
   1. Manufacturer's Instructions.
   2. National fire Protection Association (NFPA): national Electrical code.
   3. American society for testing Materials (ASTM)
   4. National Sanitation Foundation (NSF)
   5. The Irrigation Association (IA)
   6. Texas Commission on Environmental Quality (TCEQ)
E. Excavation, backfilling and compaction operations: Contractor shall meet State and Local requirements.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver irrigation system components in manufacturer's original, undamaged and unopened containers with labels intact and legible.
B. Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends, both threaded or plain.

C. Store and handle materials to prevent damage and deterioration.
D. Provide secure, locked storage for valves, sprinklers heads, and similar components that cannot be immediately replaced, to prevent installation delays.
E. Contractor to provide and honor all manufacturer warranties on all irrigation products.
F. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.10 PROJECT CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
   1. Notify Landscape Architect and Owner no fewer than five days in advance of proposed interruption of water service.
   2. Do not proceed with interruption of water service without Owner's written permission.
B. Known underground and surface utility lines are indicated within the drawing set. If utilities are not shown on plans, that does not mean there are no utilities in the construction limits. Contractor shall field verify existing utilities prior to construction.
C. Protect existing trees, plants, lawns and other features designated to remain as part of the final landscape work.
D. Promptly repair damage to adjacent facilities caused by irrigation system work. Cost of repairs at Contractor's expense.
E. Promptly notify the Landscape Architect of unexpected subsurface conditions.
F. Irrigation system layout is diagrammatic. Exact location of piping, sprinkler heads, valves and other components shall be established by Contractor in the field at the time of installation.
   1. Methods and materials used for cutting and patching shall be acceptable to the Landscape Architect.
G. No additional payment shall be made for rock or other unsuitable material encountered during installation. Contractor shall verify existing soil quality prior to bid.

1.11 COORDINATION

A. The Contractor shall coordinate and cooperate with other contractors on site to ensure rapid and efficient completion of all contracted work.

1.12 WARRANTY

A. Irrigation system shall be guaranteed against defects in materials and workmanship for one (1) year after final acceptance. Work covered under the guarantee period will include, but not be limited to, emergency repairs. Repair settling backfilling trenches, and repair replacement of any malfunctioning equipment.

B. Correct all defects and resulting damages within 24 hours after the Owner's notification. If no response to the notification is made within the 24 hour period, the Owner may proceed with repairs and charge the expense incurred with the work to the Contractor. The Owner may make emergency repairs as necessary without voiding the guarantee.
C. Furnish all materials, labor and equipment for correction at no expense to the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified, or approved equal.

2.2 PIPES, TUBES, AND FITTINGS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.
B. PVC, Pressure-Rated Pipe: ASTM D 2241, PVC 1120 compound, SDR21
   1. PVC Socket Fittings, Schedule 80: ASTM D 2467.
C. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40.
   1. PVC Socket Fittings, Schedule 40: ASTM D 2466.
D. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 80.
   1. PVC Socket Fittings, Schedule 80: ASTM D 2467.
   2. PVC Threaded Fittings: ASTM D 2464.

2.3 SWING JOINTS

A. The swing joints shall be used as a height-adjustable connector between lateral lines and sprinklers or quick coupler valves.
   1. The swing joint shall be molded from rigid PVC, Type 1 cell classification 12454-B, conforming to ASTM D1784, with a pressure rating of 315 psi at 73°F when tested in accordance with ASTM D3 139. All NPT threads, sockets, and spigots shall be Schedule 80 per ASTM D2464 and D2467.
   2. All components shall be factory pre-assembled in lengths of 12" and 18".
   3. All rotating joints shall be modified stub ACME threads.
   4. All rotating joints shall have EPDM rubber 0-rings for positive sealing and thread protection.

2.4 JOINING MATERIALS

A. Solvent Cement: ASTM F 656 primer and ASTM D 2564 solvent cement in color other than orange. Solder: ASTM B 32, Alloys Sn95 and E.
B. Gaskets and Fasteners for Metal and Metal-to-Plastic Flanged Joints. ASME B 16.21, nonmetallic, asbestos-free, flat 1/8 inch thickness gaskets and ASME B 18.2.1, carbon steel bolts, nuts, and washer.
C. Gaskets for Plastic Flanged Joints: Materials recommended by plastic pipe and fittings manufacturer.

2.5 CONTROL-VALVE BOXES

A. Plastic Control-Valve Boxes: Box and cover, and box extensions with open bottom; designed for installing flush with grade. Include size as required for valves and service.
   1. Shape: Rectangular.
   2. Sidewall Material: PE. Injection molded of structural foam polyethylene.
   3. Cover Material: PE.
      a. Lettering: IRRIGATION.
   4. Manufacturers:
      a. Carson Industries LLC.
      b. NDS.
      c. Armor.
      d. Rainbird.

B. Drainage Backfill: 4" depth cleaned gravel or crushed stone, graded from 3/4 inch (19 mm) minimum to 2 inches (75 mm) maximum.

C. Hunter 1-40
   1. Model:
      a. 1-40-06-SS-5 ½ -inch Stainless steel riser, commercial duty rotor.
   2. Dimensions:
      a. Overall Height:
         1) 1-40-06 (SS, SS-HS) — 10¼ inches.
      b. Female Inlet: 1-inch NPT or BSP.
   3. Operating Specifications:
      a. Discharge Rate: 3.8 to 31.5 GPM.
      b. Radius for I-40-06-SS-HS: 37 feet to 67 feet.
      c. Recommended Pressure Range: 40 to 100 PSI.
      d. Operating Pressure Range: 40 to 100 PSI.
      e. Precipitation Rates: Approximately 0.23-inch to 0.57-inch per hour.
      f. Nozzle Trajectory: 25 degrees.
      g. Drain check valve for up to 10 feet elevation change.

PART 3 - EXECUTION

3.1 POINT OF CONNECTION

A. All existing water main line locations shown on the Drawings are schematic. It shall be the Contractor's responsibility to pot hole and field check to determine actual locations as incidental requisite to the construction contract.

3.2 PREPARATION

A. Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.

B. Contractor will be responsible for gaining access under all paving by boring under the paving. Sleeves should be coordinated before all work begins.

3.3 EARTHWORK

A. Excavating and Trenching:
   1. All excavation shall be considered unclassified excavation and include all materials encountered.

2. The Contractor shall be responsible for locating all cables, conduits, piping, and any other utilities or structures that may be encountered either above or below ground. All necessary precautions must be taken by the Contractor to prevent any damage to these existing utilities and improvements. In the event that such damage should occur from his operations, the Contractor shall repair or replace damaged utilities to their original condition at no additional expense to the Owner
3. Excavation and trenching for pipe lines shall be a true and straight line with the trench banks as nearly vertical as practical. The width of the trenches shall not be greater than necessary to permit proper joining, tamping, backfilling, bedding or any other installation procedures that may be necessary. Trench widths shall also be wide enough so that there will be a minimum horizontal and vertical separation of 4" between pipes in the same trench.
4. Trench depths shall be sufficient to provide the specified pipe cover as described elsewhere in these specifications or as noted on the Drawings.
5. Provide minimum cover over top of underground piping according to the following:
   a. Irrigation Main Piping: Minimum depth of 18 inches below finished grade, or not less than 6 inches below average local frost depth, whichever is deeper.
   b. Lateral Piping: 12 inches.
   c. Sleeves: 18 inches.
6. If the Contractor encounters unfavorable trenching conditions, no additional compensation will be paid. When material from the excavation or trenching is unsuitable for use as backfill, additional backfill material suitable for this purpose shall be brought in at the expenses of the Contractor. It shall also be the Contractor's responsibility to remove and dispose of all unsuitable materials removed from the trench that cannot be used in the backfill operation.

B. Backfilling:
1. Upon completion of a particular section of the irrigation system, and after sufficient time has elapsed for the curing of solvent weld joints, partial backfilling shall begin, leaving all joints, risers and connections exposed for visual inspection during the hydrostatic testing. Only upon successful completion of the hydrostatic test shall the backfill operation be completed for any one particular section.
2. All backfill material shall be subject to approval by the Landscape Architect. Backfill material shall be free from rock, large stones, brush, sod, frozen material or other unsuitable substances that may damage pipe during the backfilling operations.
3. In the event that the material from the excavation or trenching is found to be unsuitable for use in backfill by the Owner's Representative, it shall be removed from the site and properly disposed of by the Contractor and at his own expense. The Contractor shall then, at no additional cost to the Owner, arrange for, purchase, and furnish suitable backfill material consisting of earth, loam, sandy clay, sand or other approved materials free of large clods of earth or sharp stones and capable of attaining the same relative density of the surrounding ground.
4. Backfill shall be placed in horizontal layers not exceeding 6-inch in depth and shall be thoroughly tamped, or water compacted to near original density or so that no settling will result. Backfill shall be placed to the original ground level. If settlement of trenches occurs within one (1) year from date of completion, it shall be the Contractor's responsibility to refill trenches and re-seed or sod the repaired areas.

5. After all piping, risers, valves, thrust blocks, etc., have been installed and partially backfilled as specified in other parts of these specifications, the control valve shall be opened and a full head of water used to flush out the system. After the system is thoroughly flushed, risers shall be capped off and the system pressure tested in accordance with the testing section of these specifications. At the conclusion of the pressure test, the heads shall be installed and the backfill operation completed.

3.4 PIPING APPLICATIONS

A. Install components having pressure rating equal to or greater than system operating pressure.
B. Piping in control-valve boxes and aboveground may be joined with flanges instead of joints indicated.
   1. NPS 5 (DN 125) and Larger: Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
C. Underground Irrigation Main Piping:
   1. Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.
D. Lateral Piping:
   1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
E. Underground Branches and Offsets at Sprinklers and Devices: Schedule 40, PVC pipe; threaded PVC fittings; and threaded joints.
F. Risers to Aboveground Sprinklers and Specialties: Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
G. Sleeves: Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
H. Transition Fittings: Use transition fittings for plastic-to-metal pipe connections according to the following:
   1. Couplings:
      a. Underground Piping NPS 1-1/2 (DN 40) and Smaller: Manufactured fitting or coupling.
      b. Underground Piping NPS 2 (DN 50) and Larger: AWWA transition coupling.
   2. Fittings:
      a. Underground Piping: Union with plastic end of same material as plastic piping.

3.5 PIPING INSTALLATION

A. Install plastic pipe in accordance with manufacturer's installation instructions. Provide for thermal expansion and contraction.
B. Saw cut plastic pipe. Use a square-in-saw vice to ensure a square cut. Remove burrs and shavings at ends prior to installation.
C. Make plastic to plastic joints with solvent weld joints. Use only solvent recommended by the pipe manufacturer. Install plastic pipe fittings in accordance with pipe manufacturer's instructions. Contractor shall make arrangements with pipe manufacturer for all necessary field assistance.
D. Make plastic to metal joints with plastic male adapters.
E. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
   The minimum horizontal and vertical clearance between lines in the same trench shall be 4".
F. Pipe shall not be laid when the temperature is 32 degrees F or below.

3.6 JOINT CONSTRUCTION

A. Make solvent weld joints in accordance with manufacturer's recommendations.
   1. Pressure Main PS Weld-on 711 (grey Heavy duty) for all Pressure Main and PVC pipe over 2".
   2. Lateral: PS Weld-on 710 for all PVC pipe up to 2".
   3. Primer: PS Weld-on, Purple P-68 or P-70
   4. Cleaner: PS Weld-on
   5. Allow joints to set at least 24 hours before pressure is applied to the system.
   6. Maintain pipe interiors free of dirt and debris. Close open ends of pipe by acceptable methods when pipe installation is not in progress.

3.7 SPRINKLER INSTALLATION

A. Flush circuit piping with full head of water and install sprinklers after hydrostatic test is completed.
B. Install sprinklers at manufacturer's recommended heights.
C. Locate part-circle sprinklers to maintain a minimum distance of 4 inches (100 mm) from walls and 2 inches (50 mm) from other boundaries, unless otherwise indicated.
D. Heads shall be installed in the vertical position and backfilled and compacted to near original density.
E. Heads shall be of the type and make specified and shall be installed as shown on the Drawings.
F. Head spacing shall not exceed the spacing shown and shall be in the location and configuration as shown on the Drawings. Contractor shall verify turf area dimension while staking head location. Heads shall be spaced to achieve uniform coverage.
G. After all piping and risers are in place and connected and before installation of the heads, all control valves for a given section shall be fully opened and a full head of water shall be used to flush out the system.
H. Install popup impact or gear driven sprinklers with an adjustable swing joint riser of at least 3 standard 90 degree elbows. Fabricate double swing joints risers of schedule 80 PVC nipples and schedule 40 PVC elbows.

3.8 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

3.9 FIELD QUALITY CONTROL

A. Inspection
   1. The following inspections shall be the minimum required inspections during the course of construction. Additional inspections shall be made at any time at the discretion of the Owner or Landscape Architect. It shall be the responsibility of the Contractor to notify the Owner's Representative, in writing, 48 hours in advance of each required inspection. The sequence of required inspections shall not be changed from the sequence listed below. The Contractor shall not proceed with work of the next sequence without written approval of the work of the previous sequence. The Contractor shall attach a copy of the written inspection approvals to all applications for payment.
      a. Inspect head placement, coverage and operating pressure prior to planting.
      b. Inspect at end of maintenance period.

3.10 STARTUP SERVICE

A. Complete startup checks according to manufacturer's written instructions.

3.11 ADJUSTING

A. Contractor shall program Controller to provide optimum system performance.
B. Adjust sprinklers so they will be ½" below finish grade.

3.12 CLEANING

A. The Contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. Upon completion of the system, the Contractor shall remove from the Owner's property at his own expense, all temporary structures, rubbish waste material, tools and equipment resulting from or used in the installation of the system.
B. The Contractor shall repair damage resulting from irrigation system installation.
C. Flush dirt and debris from piping before installing sprinklers and other devices.

3.13 FINAL ACCEPTANCE

A. When the Contractor is satisfied that the system is operating properly, that it is balanced and adjusted, that all work and clean-up is completed he shall issue notice of completion to the Owner's Representative requesting a final inspection. The Owner's Representative will respond to the notice of completion by the Contractor and shall appear with the Owner for an inspection of the project. At that time the Contractor shall demonstrate the operation of each system in its entirety. In judging the work, no allowance for deviation from the original Drawings and Specifications will be made unless prior approval has been obtained.
B. Any inconsistency to the Specifications or the Drawings shall be noted by the Owner's Representative and a written copy of required corrections shall be given to the Contractor.

3.14 DEMONSTRATION

A. After the system has been tested and accepted, the Contractor shall instruct the Owner's Representative in the operation and maintenance of the system.
C. The Contractor shall provide the Owner with two copies of a Maintenance Manual bound in a three ring binder. The maintenance manual shall include copies of the approval Submittals, controller operations manuals, and manufacturers warranties on all irrigation products.

3.15 SYSTEM MAINTENANCE AND GUARANTEE

A. Maintenance of the irrigation system shall begin immediately following the installation of the system and shall continue until the entire project is accepted. Maintenance shall include repair of defects or damages, and adjustments and fine tuning of the system, and repairs of damages resulting from vandalism, erosion, weather, and the like.
B. For a period of one (1) year from final acceptance of the system, the Contractor shall promptly furnish and install, without cost to Owner, any and all parts or materials which prove defective in material or workmanship. Damage due to irrigation system line breaks shall be repaired and brought to original condition by the Contractor at no expense to the Owner.

C. For a period of one (1) year from final acceptance of the system, the Contractor shall repair any settlement of trenches by one of the following methods as directed by the Owner's Representative.
   1. Bring to grade by top-dressing.
   2. Bring to grade with topsoil.
   3. Remove existing plant material, fill depression with topsoil, and replace with new plant material to match original plantings.
   4. Repair by any of the above methods shall result in a smooth, level area. Maintenance of repaired areas shall be the responsibility of the Owner.

END OF SECTION

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Sodding.
B. Related Sections:
   1. Section 31 14 13 "Soil Stripping and Stockpiling" for root zone mix stripping and stockpiling.
   2. Section 32 84 00"Planting Irrigation" for turf irrigation.
   3. Section 32 18 23.16 "Natural Baseball Field Surfacing" for baseball field soil

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.
B. Manufactured Topsoil: Soil root zone mix onsisting of USGA sand to produce planting soil.
C. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
D. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
E. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
F. Gravel Drainage Material: All aggregate beneath the root zone mix layer of the soil profile.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.
   1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.

1.5 INFORMATIONAL SUBMITTALS

A. Certification of Grass Sod: From seed vendor for each grass stating the botanical and common name. Include identification of source and name and telephone number of supplier.
B. Qualification Data: For qualified landscape Installer.
C. Product Certificates: For soil amendments and fertilizers from manufacturer.
D. Material Test Reports: For Root Zone mix.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
   1. Experience: 10 years' experience in turf installation in addition to requirements in Division 1 Section "Quality Requirements."
   2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
   3. Pesticide Applicator: State licensed, commercial.

B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the USGA, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Analysis: For sand furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; mineral and plant-nutrient content of the soil. Particle size analysis, particle shape, size parameters, density, infiltration rate, porosity.
   1. Testing methods and written recommendations shall comply with USGA's Standards.
   2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Landscape Architect. Perform one test per 500 tons of material.

D. Preinstallation Conference: Conduct conference at Project site.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

1.8 PROJECT CONDITIONS

A. Planting Restrictions: Plant during the following period. Coordinate planting period with initial maintenance periods to provide required maintenance from date of Substantial Completion
   1. Fall Planting: September 1st to December 1st

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.9 MAINTENANCE SERVICE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
   1. Sodded Turf: 90 days from substantial completion.

PART 2 - PRODUCTS

2.1 TURFGRASS SOD

A. Turfgrass Sod: Certified, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted. Tifsport Sod must be grown in sand based media. Sod must be a minimum of ¾" thick and cut in big rolls and installed with proper sod rolling equipment. Sod shall be approved in the field by owner prior to harvest. Sod shall be harvested and planted within 36 hours.
B. Turfgrass Species: Hybrid Bermudagrass grown in sand medium Cynodon dactylon Tifsport), for baseball field or Tifway 419 for additive alternate #2.
C. Tifsport Sod shall be over seeded by supplier with ryegrass. Sod shall have full coverage of ryegrass prior to harvesting.
D. Dimensions: All sod placed on athletic field shall have been machine cut in rolls to uniform soil thickness of one (1") inch plus or minus one-quarter (1/4") inch. All sod shall be of the same thickness. Rectangular sections of sod may vary in length, but all shall be of equal width and of a size that permits the sod to be lifted, handled, and rolled without breaking. Typical roll size shall be 42" wide by 100' long. Broken pads and torn, uneven ends will be unacceptable.
   1. Landscape Architect must approve sod and supplier prior to shipment.
E. Turfgrass supplier: Sod shall be supplied by the following grower, alternative growers must be approved prior to the bid opening.
   1. King Ranch Turfgrass
      4600 FM 2504
      Poteet, TX 78065
      (817) 243-2277
      Attn: Gene Dalen

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
   1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through No. 40 (0.425-mm) sieve.
C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
D. Aluminum Sulfate: Commercial grade, unadulterated.

E. Perlite: Horticultural perlite, soil amendment grade.
F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.
G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

2.3 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.4 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
   2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
   3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
   4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
B. Proceed with installation only after unsatisfactory conditions have been corrected.
C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by planting operations.
   1. Protect grade stakes set by others until directed to remove them.

3.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas to be planted.
B. Baseball field preperation:
   1. Spread Root Zone mix to a depth required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
      a. Reduce elevation of planting soil to allow for soil thickness of sod.
C. Unchanged Subgrades: For turfgrass salvage and reinstallation areas. If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
   1. Remove existing grass, vegetation, and turf by tilling into surface.
   2. Add 1” of slavaged Root Zone mix removed from baseball field then loosen surface soil to a depth of at least 6 inches**.**
   3. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.
      a. Apply **superphosphate** fertilizer directly to surface soil before loosening.
   4. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
   5. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
D. Baseball Field Finish Grading: Grade planting areas with fully automated laser guided equipment fine texture. Grade to within plus or minus 1/4 inch of finish elevation. Fill depressions to meet finish grades.
E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting.
F. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
   1. Lay sod across angle of slopes exceeding 1:3.
C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

D. Topdressing: (Baseball field only)
   1. Approximately one week after initial planting of sod the entire sodded area shall be mowed to a height of one half (1/2") inch, then topdressed Root Zone mix. Topdressing shall be applied at the rate of approximately 0.75 cubic yards per thousand square feet, (0.25" deep). Sufsequently, the topdressing shall be worked in and smoothed over with a flexible steel drag mat by brushings. The objective is to achieve a smooth, uniform athletic playing area, free of bumps, cracks, and depressions.
   2. Topdressing and/or rolling shall be repeated at no cost to the owner if the A/E determines additional smoothing is required.

3.5 PROTECTION

A. No heavy equipment shall be moved over the planted turf area unless the soil is again prepared, graded, leveled and replanted. It will be the responsibility of this contractor to protect all paving surfaces, curbs, utilities, plant materials, and any other existing improvements from damage. Any damages shall be repaired or replace at no cost to the Owner. The Contractor will also locate the stake all irrigation heads, valve risers, etc., prior to beginning any soil preparation work.

3.6 IRRIGATION SYSTEM

A. The proposed irrigation system must be complete in all respect and must be completely operational before turfgrass planting may begin. After planting, any breakdowns in the irrigation system attributable to warranty items must be immediately repaired by the Contractor. Otherwise, the cost of replacing the lost turf caused by Contractor's failure to promptly repair the irrigation system will be fully borne by the Contractor.

3.7 TURF RENOVATION

A. Renovate existing turf.
B. Renovate existing turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
   1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
   2. Install new planting soil as required.
C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
D. Remove topsoil containing foreign materials such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
E. Mow, dethatch, core aerate, and rake existing turf.
F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches (150 mm).
I. Apply soil amendments and initial fertilizers required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
J. Apply sod as required for new turf.
K. Water newly planted areas and keep moist until new turf is established.

3.8 TURF MAINTENANCE

A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
   1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
   2. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
   1. Mow bermudagrass to a height of 1/2 to 1 inch, with reel mower.
   2. Mow perennial ryegrass to a height of 1 to 2 inches (25 to 50 mm).

C. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
   1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft to turf area.

3.9 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

C. Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the turfgrass, it shall be the sole responsibility of the Contractor to establish a uniform stand of the turfgrass as herein specified. When adverse conditions such as drought cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the Owner may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of turfgrass.

D. Complete coverage of sodded areas shall be defined as no visible joints showing or felt between individual sections of sod and al sections of sod must be firmly rooted to the prepared subgrade.

3.10 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.11 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

END OF SECTION

City of Midland

MOMENTUM BANK BALLPARK

Facility Renovation & Improvements

5514 Champions Dr
Midland, TX 79706

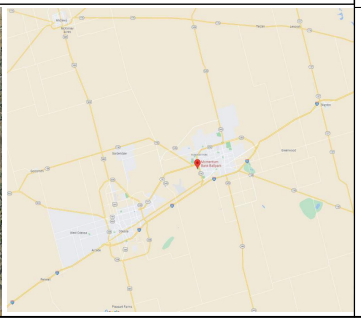
Parkhill

1700 W. Wall St., Suite 100
Midland, TX 79701
432.697.1447

PACKET



11,542



May 10, 2022

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

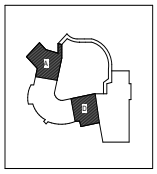
MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Cover Sheet & Index

G-001

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ABBREVIATIONS

A
ACC ACCESSIBLE
AB ANCHOR BOLT
ACI AMERICAN CONCRETE INSTITUTE
AD AREA DRAIN
ADA AMERICANS WITH DISABILITIES ACT
ADDL ADDITIONAL
ADJ ADJUSTABLE
ADDM ADDENDUM
AFF ABOVE FINISH FLOOR
AHU AIR HANDLING UNIT
AIA AMERICAN INSTITUTE OF ARCHITECTS
AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT ALTERNATE
ALUM ALUMINUM
ANOD ANODIZED
ANSI AMERICAN NATIONAL STANDARDS INSTITUTE
APA AMERICAN PLYWOOD ASSOCIATION
APPROXAPPROXIMATE
ARCH ARCHITECT
ASCE AMERICAN SOCIETY OF CIVIL ENGINEERS
ASTM AMERICAN SOCIETY OF TESTING MATERIALS
AUTO AUTOMATIC
AVG AVERAGE
AWG AMERICAN WIRE GAGE
AWS AMERICAN WELDING SOCIETY
A/C AIR CONDITIONING

B
BAL BALANCE
BC BACK OF CURB
BIA BRICK INSTITUTE OF AMERICA
BITUM BITUMINOUS
BL BUILDING LINE
BLDG BUILDING
BM BENCHMARK
BOCA BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC.
BOX BOTTOM OF STEEL
BOT BOTTOM (BOTTOM FACE, LAYER, SIDE)
B PL BASE PLATE
BRDG BRIDGING
BRG BEARING
BTWN BETWEEN
BUR BUILT-UP ROOFING

C
C AMERICAN STANDARD CHANNEL (STRUCTURAL SHAPE)
CU FT CUBIC FOOT
CF/CI CONTRACTOR FURNISHED/CONTRACTOR INSTALLED
CF/OI CONTRACTOR FURNISHED/OWNER INSTALLED
CG CORNER GUARD
CI CAST IRON
CIR CIRCLE
CIRC CIRCULAR
CJ CONTROL JOINT
CL CENTER LINE
CLG CEILING
cm CENTIMETER
CMU CONCRETE MASONRY UNIT
COL COLUMN
CONC CONCRETE
CONN CONNECT
CONSTR CONSTRUCTION
CONT CONTINUE
CONTR CONTRACTOR
CRCMF CIRCUMFERENCE
CSK COUNTER SUNK
CSI CONSTRUCTION SPECIFICATIONS INSTITUTE

D
D DEPTH
DAT DATUM
DBL DOUBLE
DDS DOUBLE DISPLAY STRIP
DEG DEGREE
DEMO DEMOLISH
DET DETAIL
DF DRINKING FOUNTAIN
DIA DIAMETER
DIAG DIAGONAL
DIM DIMENSION
DIV DIVIDE
DL DEAD LOAD
DS DOWNSPOUT
DWG DRAWING

E
E EAST, MODULUS OF ELASTICITY
EA EACH
EF EACH FACE, EXTERIOR FINISH
EIFS EXTERIOR INSULATION FINISH SYSTEM
EJ EXPANSION JOINT
EL ELEVATION
ELEC ELECTRIC, ELECTRICAL
ELEV ELEVATOR
ENGR ENGINEER
EQ EQUAL
EQUIP EQUIPMENT
EW EACH WAY
EWC ELECTRIC WATER COOLER
EXIST EXISTING
EXP EXPANSION
EXP BT EXPANSION BOLT
EXT EXTERIOR

F
FD FLOOR DRAIN
FDTN FOUNDATION
FEB FIRE EXTINGUISHER & BRACKET
FEC FIRE EXTINGUISHER & CABINET
FF EL FINISH FLOOR ELEVATION
FIN FLR FINISH FLOOR
FIN FINISH(ED)
FOC FACE OF CONCRETE, FACE OF CURB
FOF FACE OF FINISH
FOM FACE OF MASONRY
FOS FACE OF STUD
FOW FACE OF WALL
FRTW FIRE RETARDANT TREATED WOOD
FS FAR SIDE (FACE, LAYER)
FT FOOT
FTG FOOTING
FURG FURRING

G
GA GAGE
GALV GALVANIZED
GC GENERAL CONTRACTOR
GFCI GROUND FAULT CIRCUIT INTERRUPTER
GOVT GOVERNMENT
GYP BD GYPSUM BOARD
GYP GYPSUM

H
HDBD HARDBOARD
HDWD HARDWOOD
HDW HARDWARE
HEX HEXAGON(AL)
HM HOLLOW METAL
HORIZ HORIZONTAL
HP HEAT PUMP
HS HIGH STRENGTH
HT HEIGHT
HVAC HEATING VENTILATION AND AIR CONDITIONING

I
I MOMENT OF INERTIA
IBC INTERNATIONAL BUILDING CODE
ID INSIDE DIAMETER
IF INSIDE FACE
INCL INCLUDE(D)(ING)(SIVE)
INS INSULATION
INT INTERIOR
INV INVERT(ED)

J
JAN JANITOR

K
NOT USED

L
l LITER
L ANGLE
LB POUND
LH LEFT HAND
LL LIVE LOAD
LLH LONG LEG HORIZONTAL
LLV LONG LEG VERTICAL
LT LIGHT
LT WT LIGHT WEIGHT

M
MAU MAKE UP AIR UNIT(S)
m METER(S)
MATL MATERIAL
MAX MAXIMUM
MB MACHINE BOLT
MCJ MASONRY CONTROL JOINT
MECH MECHANIC(AL)
MFG MANUFACTURING
MFR MANUFACTURER
MIL STD MILITARY STANDARD
MIN MINIMUM
MISC MISCELLANEOUS
mm MILLIMETER
MO MASONRY OPENING
MOD MODIFY
MT METAL THRESHOLD
MTL METAL
MLWK MILLWORK

N
N NORTH
NA NOT APPLICABLE
NAT NATURAL
NBS NATIONAL BUREAU OF STANDARDS
NFPA NATIONAL FIRE PROTECTION ASSOCIATION
NIC NOT IN CONTRACT
NOM NOMINAL
NRC NOISE REDUCTION COEFFICIENT
NS NEAR SIDE (FACE)
NTS NOT TO SCALE

O
OC ON CENTER
OD OUTSIDE DIAMETER
OF OUTSIDE FACE
OFD OVERFLOW DRAIN
OF/CI OWNER FURNISHED/CONTRACTOR INSTALLED
OF/OI OWNER FURNISHED/OWNER INSTALLED
OH DR OVERHEAD DOOR
OPNG OPENING
OPH OPPOSITE HAND
OSHA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
Oz OUNCE

P
PAR PARALLEL
PCA PORTLAND CEMENT ASSOCIATION
PCF POUNDS PER CUBIC FOOT
PCI PRESTRESSED CONCRETE INSTITUTE
PERF PERFORATE(D)
PERP PERPENDICULAR
PL PROPERTY LINE
PLAM PLASTIC LAMINATE
PLF POUNDS PER LINEAL FOOT
PR PAIR
PREFAB PREFABRICATE
PREFIN PREFINISH
PRELIM PRELIMINARY
PROJ PROJECT
PSF POUNDS PER SQUARE FOOT
PSI POUNDS PER SQUARE INCH
PBD PARTICLE BOARD
PTD PAPER TOWEL DISPENSER
PTDWR PAPER TOWEL DISPENSER & WASTER RECEPTACLE
PVC POLYVINYL CHLORIDE
PLWD PLYWOOD
PVG PAVING

Q
QC QUALITY CONTROL
QTY QUANTITY

R
R RADIUS
RCP REFLECTED CEILING PLAN
RD ROOF DRAIN
REF REFERENCE
REFL REFLECT
REINF REINFORCE
REQD REQUIRED
REV REVISION
RH RIGHT HAND(ED)
RO ROUGH OPENING
ROW RIGHT OF WAY
RTU ROOF TOP UNIT

S
S SOUTH
SBCCI SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL
SCHED SCHEDULE
SD SOAP DISPENSER
SDI STEEL DOOR INSTITUTE
SECT SECTION
SHT SHEET
SIM SIMILAR
SJI STEEL JOIST INSTITUTE
SPEC SPECIFICATION
SP SOLID PLASTIC
SST STAINLESS STEEL
STD STANDARD
STL STEEL
STRUCT STRUCTURAL
SUSP SUSPENDED
SYMM SYMMETRICAL

T
TRD TREAD
TAN TANGENT
TEMP TEMPORARY
TFF TOP OF FINISH FLOOR
THK THICKNESS
TLT TOILET
TMH TOP OF MANHOLE
TOB TOP OF BEAM
TOC TOP OF CURB
TOF TOP OF FOOTING
TOG TOP OF GRADE
TOJ TOP OF JOIST
TOL TOLERANCE
TOM TOP OF MASONRY
TOS TOP OF STEEL
TOW TOP OF WALL
TTD TOILET TISSUE DISPENSER
TRANS TRANSPARENT
TRTD TREATED
TS TUBE STEEL
TYP TYPICAL
T&G TONGUE AND GROOVE

U
UBC UNIFORM BUILDING CODE
UL UNDERWRITERS LABORATORIES, INC
ULT ULTIMATE
UNO UNLESS NOTED OTHERWISE
UON UNLESS OTHERWISE NOTED

V
VAR VARIES
VERT VERTICAL

W
W WEST
WLD WELDED
WP WORK POINT
WWF WELDED WIRE FABRIC
W/ WITH
W/O WITHOUT
W/W WALL TO WALL

X
XFMR TRANSFORMER

Y
NOT USED

Z
NOT USED

GENERAL DRAWING LEGEND

	NEW DOOR
	EXISTING DOOR
	PLAN NORTH ARROW TRUE NORTH PLAN NORTH
XX/XXXX	ELEVATION MARK
XX / XXXX XX/XXXX	SECTION MARK
XX/XXXX	PLAN DETAIL MARK
A1 TITLE 1/8" = 1'-0"	DRAWING TITLE
	SHEET NUMBER WHERE REFERENCED REFERENCE NUMBER
ROOM NAME 0000	ROOM NAME ROOM NUMBER
00	FURNISHINGS/EQUIPMENT
#	KEY NOTE
#	
#(DN)	KEY DEMOLITION NOTE
1	REVISION
(G)	STRUCTURAL COLUMN LINE
	DATUM ELEVATION (EXISTING)
	DATUM ELEVATION (NEW)
	BREAK LINE
	CENTER LINE
	MATCHDIVIDE LINE
	NOT IN SCOPE

SHEET IDENTIFICATION FORMAT

AANNN

- DISCIPLINE DESIGNATOR
- SHEET SEQUENCE NUMBER
- SHEET TYPE DESIGNATOR (SEE BELOW)

SHEET TYPE DESIGNATORS

0 GENERAL (COVER SHEETS, INDEX, SYMBOLS LEGEND, NOTES, ETC.)
1 PLANS (HORIZONTAL VIEWS)
2 ELEVATIONS (VERTICAL VIEWS)
3 SECTIONS (SECTIONAL VIEWS)
4 LARGE SCALE VIEWS (ENLARGED PLANS, ELEVATIONS, OR SECTIONS THAT ARE NOT DETAILS)
5 DETAILS
6 SCHEDULES AND DIAGRAMS
7 USER DEFINED (FOR TYPES THAT DO NOT FALL IN DETAILS OR OTHER CATEGORIES)
8 USER DEFINED (FOR TYPES THAT DO NOT FALL IN OTHER CATEGORIES)
9 3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOGRAPHS)

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

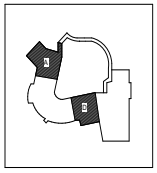
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



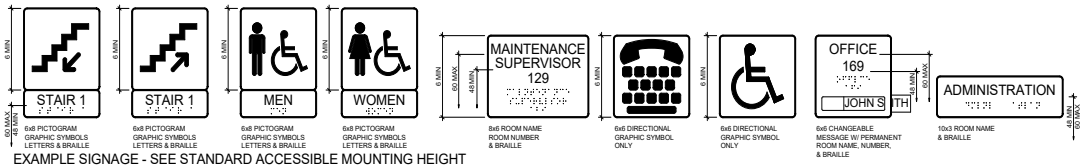
#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Symbols, Legends & Abbreviations

G-011

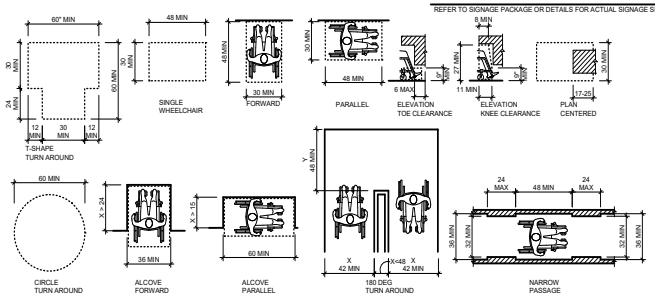
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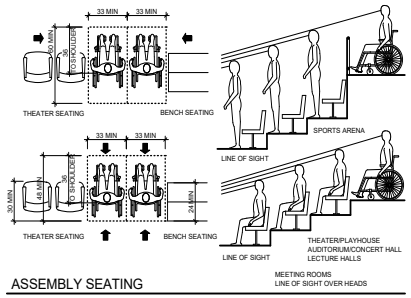


EXAMPLE SIGNAGE - SEE STANDARD ACCESSIBLE MOUNTING HEIGHT

REFER TO SIGNAGE PACKAGE OR DETAILS FOR ACTUAL SIGNAGE SPECIFIED

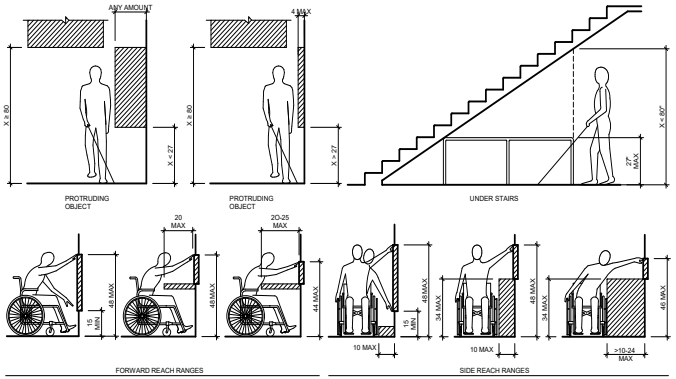


CLEAR FLOOR AREA/ACCESSIBLE ROUTE

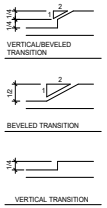


ASSEMBLY SEATING

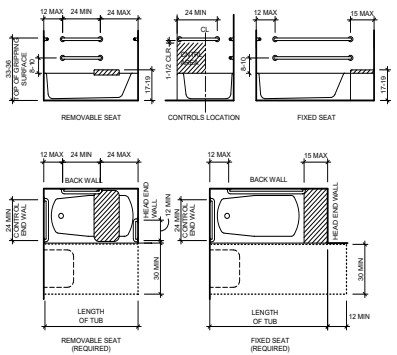
CHILDREN'S MOUNTING HEIGHTS & REACH RANGES	AGES: 3 AND 4	AGES: 5 THROUGH 8	AGES: 9 THROUGH 12
REACH RANGES			
HIGH	36	40	44
LOW	20	18	16
RAMPS AND STAIRS			
TOP OF HANDRAIL GRIPPING SURFACE	28 MAX	28 MAX	28 MAX
WATER CLOSETS			
WATER CLOSET CENTERLINE	12	12-15	15-18
GRAB BARS	18-20	20-25	25-27
DISPENSER HEIGHT	14	14-17	17-19
FIXED OR BUILT-IN SEATING AND TABLES, READING AND STUDY AREAS, AND WORK STATIONS	AGES: 5 & YOUNGER	AGES: 6-12	
HEIGHT OF TABLES OR COUNTERS			
KNEE CLEARANCE	PARALLEL APPROACH ALLOWED	26-30 MAX 24 MIN	



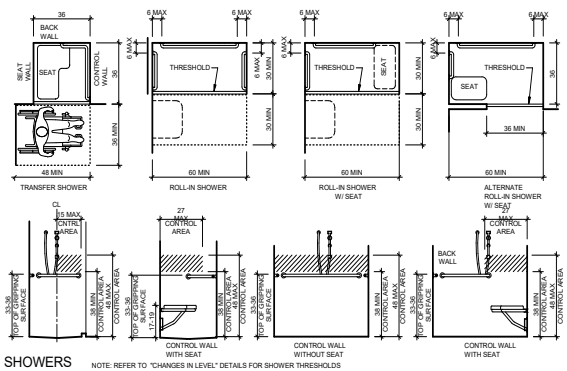
PROTRUDING OBJECT PROTECTION/REACH RANGES



CHANGES IN LEVEL

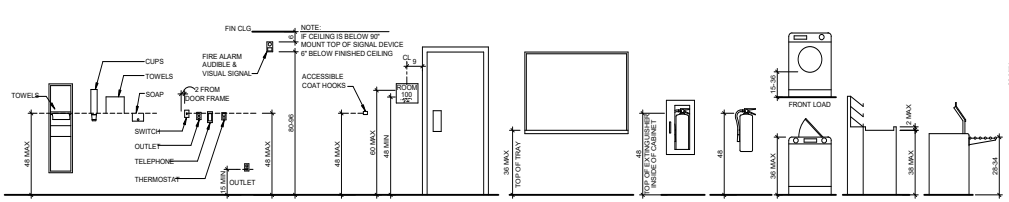


TUBS

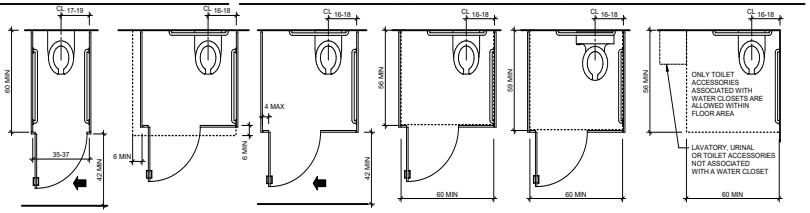


SHOWERS

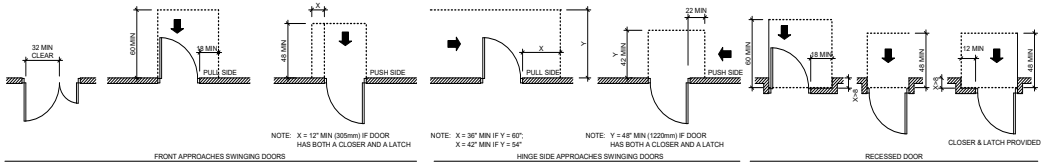
NOTE: REFER TO "CHANGES IN LEVEL" DETAILS FOR SHOWER THRESHOLDS

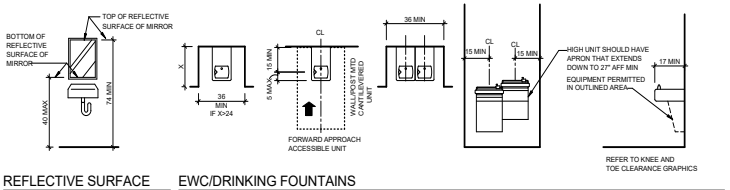


STANDARD ACCESSIBLE MOUNTING HEIGHTS



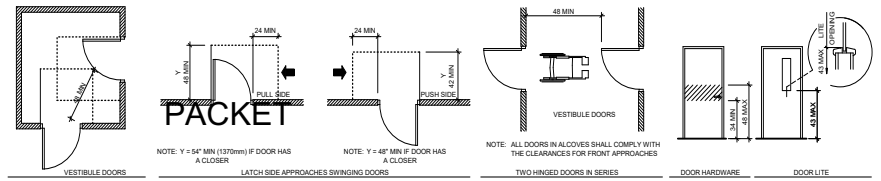
TYPICAL TOILET STALLS



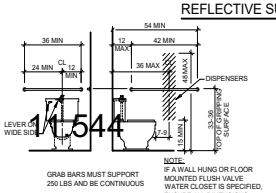


REFLECTIVE SURFACE

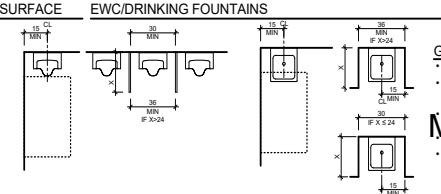
EWC/DRINKING FOUNTAINS



TYPICAL DOOR CLEARANCES



TYPICAL WATER CLOSETS



URINALS

LAVATORIES

GENERAL NOTES

- ACCESSIBILITY GUIDELINE SHEETS ARE BASED ON THE 2012 TEXAS ACCESSIBILITY STANDARDS (TAS).
- ACCESSIBILITY GUIDELINE SHEETS ARE FOR INFORMATIONAL PURPOSES ONLY, AND INTENDED TO SERVE AS A GUIDE FOR CONSTRUCTION PROFESSIONALS AND OWNERS.
- SOME OF THE INFORMATION AND REQUIREMENTS SHOWN MAY NOT BE APPLICABLE.
- REFER TO PLUMBING DRAWINGS FOR PLUMBING FIXTURE MOUNTING HEIGHTS.
- GRAPHICS SHOWN ARE FOR ADULTS.

PACKET 1.1.544 May 10, 2022

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

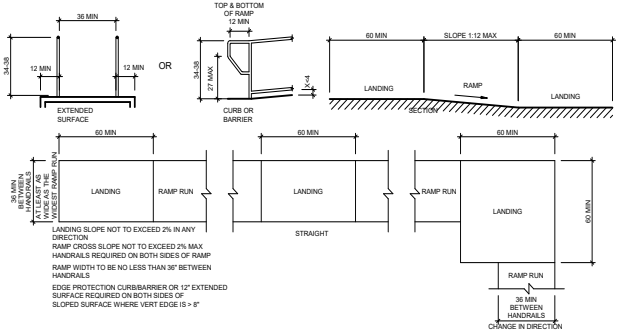
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#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

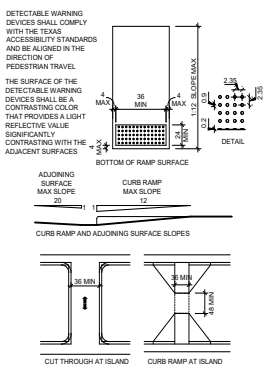
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G-021

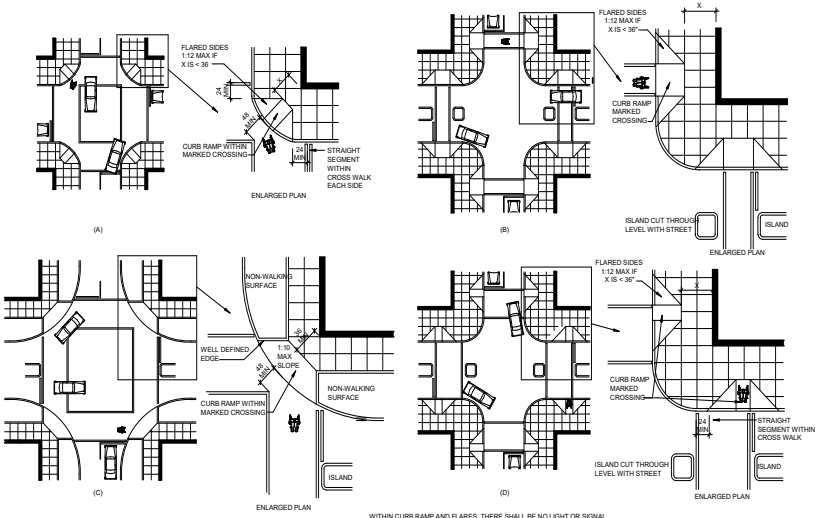
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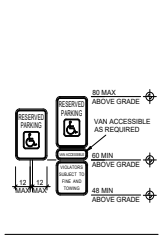
ACCESSIBLE RAMP



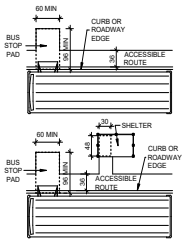
CURB RAMPS



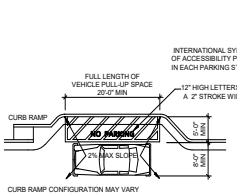
CURB RAMPS AT MARKED CROSSINGS



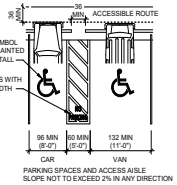
ACCESSIBLE PARKING SIGNAGE



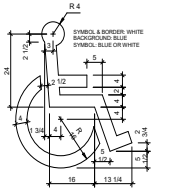
BUS STOPS



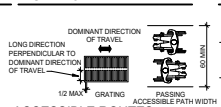
PASSENGER LOADING ZONE



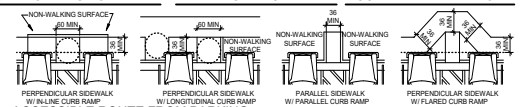
PARKING SPACES



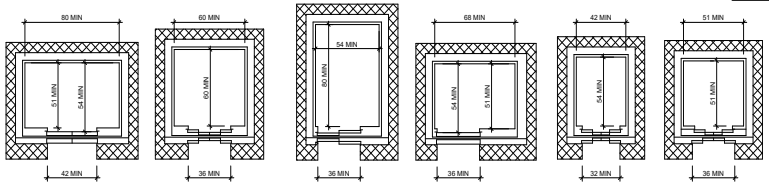
ACCESSIBILITY SYMBOL



ACCESSIBLE ROUTES

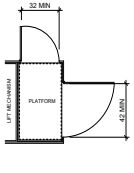


ACCESSIBLE ROUTE FROM PARKING

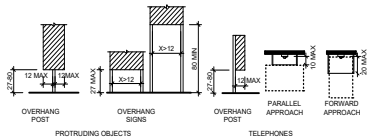


ELEVATORS

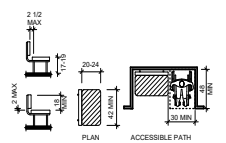
LULA



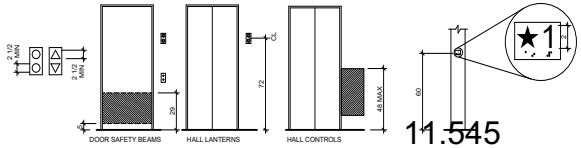
LIFTS



PROTRUDING OBJECTS/TELEPHONES



ACCESSIBLE SEATING



ELEVATORS

PACKET

11.545

May 10, 2022

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT

City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.

6147.21

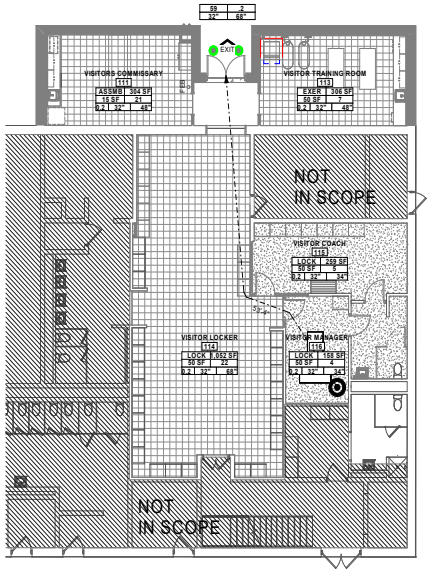
KEY PLAN

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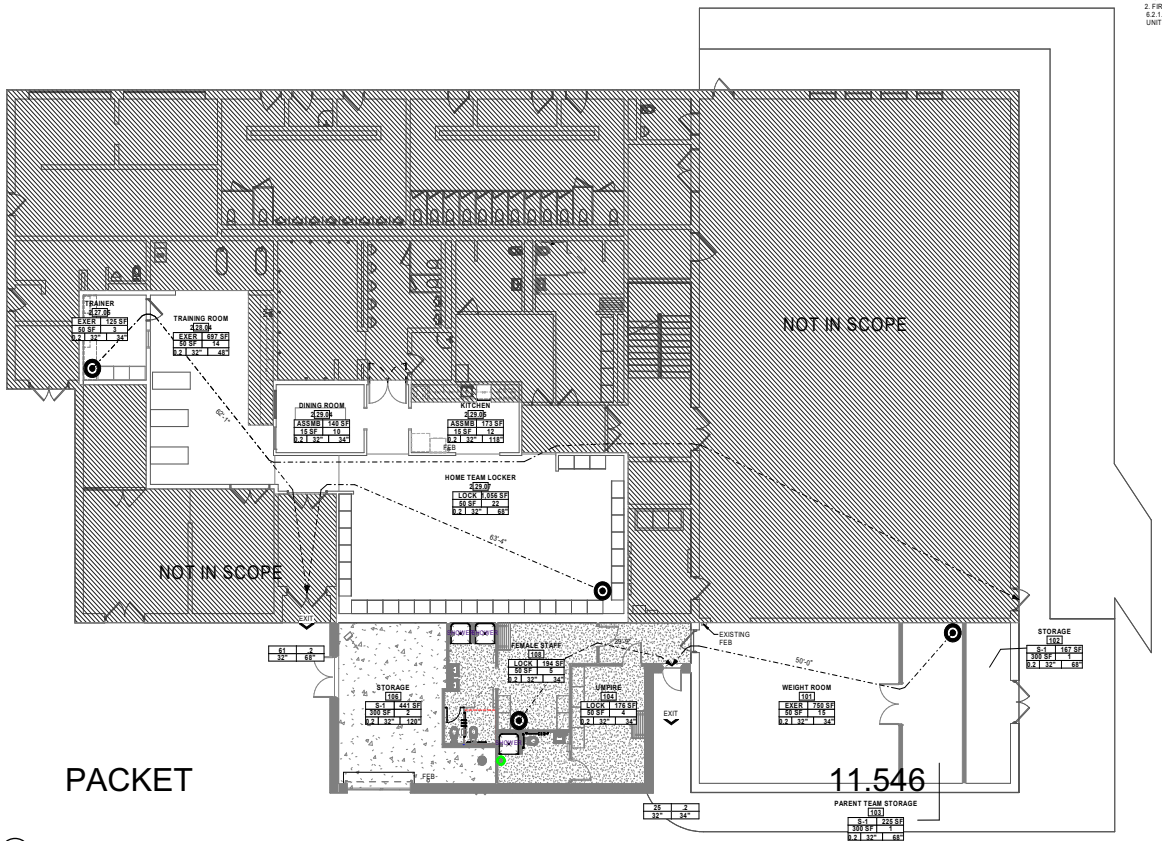
Accessibility Standards

G-022

4/27/2022 9:09:47 AM



D1 VISITOR CLUB HOUSE - CODE PLAN
1/8" = 1'-0"



A1 HOME CLUB HOUSE - CODE PLAN
1/8" = 1'-0"

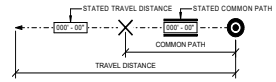
LEGEND

EXIT — EGRESS EXIT REQUIRED

RATED ASSEMBLIES

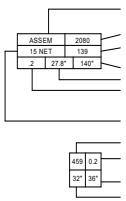
- 1/2 HOUR FIRE [WALL][PARTITION][BARRIER]
- 1 HOUR FIRE [WALL][PARTITION][BARRIER]
- SMOKE [WALL][PARTITION][BARRIER]
- 1 HOUR FIRE SMOKE [WALL][PARTITION][BARRIER]

EGRESS PATH, TRAVEL DISTANCE AND COMMON PATH



ABBREVIATIONS

200'	DISTANCE BETWEEN EXITS
EW=36"	EXIT WIDTH PROVIDED AT SPECIFIC EXIT
GSF	GROSS SQUARE FOOT
NSF	NET SQUARE FOOT
FEC	FIRE EXTINGUISHER CABINET
TD	TRAVEL DISTANCE
CPOT	COMMON PATH OF TRAVEL
(M)DBE	(MINIMUM) DISTANCE BETWEEN EXITS
OL	OCCUPANT LOAD



FUNCTION OF SPACE (TABLE 1004.1.2)
TOTAL FLOOR AREA (SF)
CALCULATED OCCUPANT LOAD OF SPACE
EGRESS WIDTH PROVIDED (INCHES)
MINIMUM EGRESS WIDTH REQUIRED (INCHES)
EGRESS WIDTH FACTOR (SECTION 1005.3.1 FOR STAIRS; 1005.3.2 FOR OTHERS)
FLOOR AREA (SF) PER OCCUPANT (TABLE 1004.1.2)
TOTAL OCCUPANT LOAD PER EXIT
EGRESS WIDTH FACTOR (SECTION 1005.3.1 FOR STAIRS; 1005.3.2 FOR OTHERS)
EGRESS WIDTH PROVIDED (INCHES)
MINIMUM EGRESS WIDTH REQUIRED (INCHES)

GENERAL NOTES

1. UL ASSEMBLIES INDICATED ESTABLISH BASIS PERFORMANCE. OTHER ASSEMBLIES MAY BE CONSIDERED AT DISCRETION OF ARCHITECT IF EQUIVALENT PERFORMANCE IS PROVIDED. SUBSTITUTION PROPOSALS SHALL INCLUDE CHANGES REQUIRED TO COMPONENTS OF ASSEMBLY.
2. FIRE EXTINGUISHERS, (IFC SECTION 906 AND NFPA 10, CHAPTER 6 AND TABLE 6.2.1.1, CLASS A - LIGHT HAZARD OCCUPANCY) MAXIMUM FLOOR AREA FOR UNIT - 11,250 SF; MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER - 75 FT.

GENERAL CONSTRUCTION INFORMATION

APPLICABLE CODES:

BUILDING	IBC 2018
PLUMBING	IPC 2018
MECHANICAL	IMC 2018
ELECTRICAL	NEC 2017
FIRE	IFC 2015
ENERGY	ECC 2015
ACCESSIBILITY	2012 TAS, 2010 ADA/SAD
OTHER	-

EGRESS

TOTAL OCCUPANT LOAD FOR THE RENOVATION	142 PEOPLE
TOTAL OCCUPANT LOAD EGRESS WILL ACCOMMODATE	850 PEOPLE
EGRESS WIDTH REQUIRED	
142 X 0.2 (SECTION 1005.3.1 FOR STAIRS; 1005.3.2 FOR OTHERS)	28 INCHES
EGRESS PROVIDED	170 INCHES
MAXIMUM ALLOWABLE TRAVEL DISTANCE (TABLE 1017.2)	200 FEET (w/o SPRINKLED)
LONGEST TRAVEL DISTANCE	165 FEET (w/o SPRINKLED)
MAXIMUM DEAD END LIMIT (SECTION 1020.4)	20 FEET
MAXIMUM DEAD END LIMIT PROVIDED	0 FEET (NO CORRIDORS)
MAXIMUM COMMON PATH OF EGRESS TRAVEL (TABLE 1006.2.1)	75 FEET
COMMON PATH OF EGRESS TRAVEL PROVIDED	N/A
TWO EXITS REQUIRED WHERE DESIGN OCCUPANT LOAD EXCEEDS VALUES LISTED (TABLE 1006.2.1)	N/A
MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD (TABLE 1006.3.2)	
1-500	2 EXITS
501-1000	3 EXITS
MORE THAN 1000	4 EXITS

FIRE PROTECTION RQMTS (TABLE 601)

CONSTRUCTION TYPE: TYPE II-B

STRUCTURAL FRAME	0 HOUR(S)
EXTERIOR BEARING WALLS	0 HOUR(S)
INTERIOR BEARING WALLS	0 HOUR(S)
FLOOR CONSTRUCTION	0 HOUR(S)
ROOF CONSTRUCTION	0 HOUR(S)
EXTERIOR WALLS (TABLE 602)	0 HOUR(S) TYPE OF FIRE DOORS 0 HR.
CORRIDORS (TABLE 1020.1)	1 HOUR(S) w/o SPRINKLER SYSTEM

SPRINKLED BUILDING: NO

PLUMBING FIXTURE RQMTS - IPC

OCC:	USE GROUP	OCCUPANT LOAD (TABLE)	DESCRIPTION:	WATER CLOSET M	WATER CLOSET F	URINALS	LAV M	LAV F	DRINK FOUNT. REF. IPC 410	SERVICE SINK	OTHER
BUSINESS	B	142	HOME MEN LOCKER	4	-	3	7	-	2	1	-
			VISITOR LOCKER	2	3	-	3	4	1	-	-
			UMPIRE/LOCKER	1	2	-	1	2	-	-	-
			TOTAL REQUIRED	4	4	-	3	3	2	1	-
			TOTAL PROVIDED	7	5	3	11	6	3	1	-

ENVELOPE RQMTS

OPAQUE ELEMENTS

ROOF (ZONE 3B) INSULATION ABOVE DECK	R-25ci
WALLS ABOVE GRADE (ZONE 3B) MASS / METAL FRAMED	R-7.6ci
DOORS (ZONE 3B) SWINGING / NONSWINGING	R-4.75

FENESTRATION

VERTICAL GLAZING (ZONE 3B) METAL FRAMING (CW / SF) ENTRANCE DOORS	AS SPEC.

OCCUPANT LOAD (TAB 1004.5)

FUNCTION OF SPACE	OCCUPANT PER SF
ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS
AGRICULTURAL BUILDING	300 GROSS
AIRCRAFT HANGARS	500 GROSS
AIRPORT TERMINAL	
BAGGAGE CLAIM	20 GROSS
BAGGAGE HANDLING	300 GROSS
CONCOURSE	100 GROSS
WAITING AREAS	15 GROSS
ASSEMBLY	
GAMING FLOORS (KENO, SLOTS, ETC.)	11 GROSS
EXHIBIT GALLERY AND MUSEUM	30 NET
ASSEMBLY W/ FIXED SEATS	SEE SECTION 1004.6
ASSEMBLY WITHOUT FIXED SEATS	
CONCENTRATED (CHAIRS ONLY-NOT FIXED)	7 NET
STANDING SPACE	5 NET
UNCONCENTRATED (TABLES AND CHAIRS)	15 NET
BOWLING CENTERS, ALLOW 5 PERSONS FOR EACH LANE INCLUDING 15 FEET OF RUNWAY, AND FOR ADDITIONAL AREAS	7 NET
BUSINESS AREAS	150 GROSS
CONCENTRATED BUSINESS USE AREA	SEE SECTION 1004.8
COURT ROOMS-OTHER THAN FIXED SEATING AREAS	40 NET
DAY CARE	35 NET
DORMITORIES	50 GROSS
EDUCATIONAL	
CLASSROOM AREA	20 NET
SHOPS AND OTHER VOCATIONAL ROOM AREAS	50 NET
EXERCISE ROOMS	50 GROSS
H-5 FABRICATION AND MANUFACTURING AREAS	200 GROSS
INDUSTRIAL AREAS	100 GROSS
INSTITUTIONAL AREAS	
INPATIENT TREATMENT AREAS	240 GROSS
OUTPATIENT AREAS	100 GROSS
SLEEPING AREAS	120 GROSS
KITCHENS, COMMERCIAL	200 GROSS
LIBRARY	
READING ROOM	50 NET
STACK AREA	100 GROSS
LOCKER ROOMS	50 GROSS
MALL BUILDINGS - COVERED AND OPEN	SEE SECTION 402.8.2
MERCANTILE	
AREAS ON OTHER FLOORS	60 GROSS
STORAGE, STOCK, SHIPPING AREAS	300 GROSS
PARKING GARAGES	200 GROSS
RESIDENTIAL	200 GROSS
SKATING RINKS, SWIMMING POOLS	
RINK AND POOL	50 GROSS
DECKS	15 GROSS
STAGES AND PLATFORMS	15 NET
WAREHOUSES	500 GROSS

OCCUPANT LOAD

ASSEMBLY 624 SF @ 15 SF PER PERSON	42
EXERCISE 1,883 SF @ 50 SF PER PERSON	38
LOCKER ROOM 2,903 SF @ 50 SF PER PERSON	59
STORAGE/MECHANICAL 833 SF @ 300 SF PER PERSON	3
TOTAL	142

PACKET 11.546 May 10, 2022

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ARCHITECTURE

04/25/2022

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

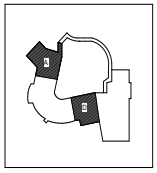
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



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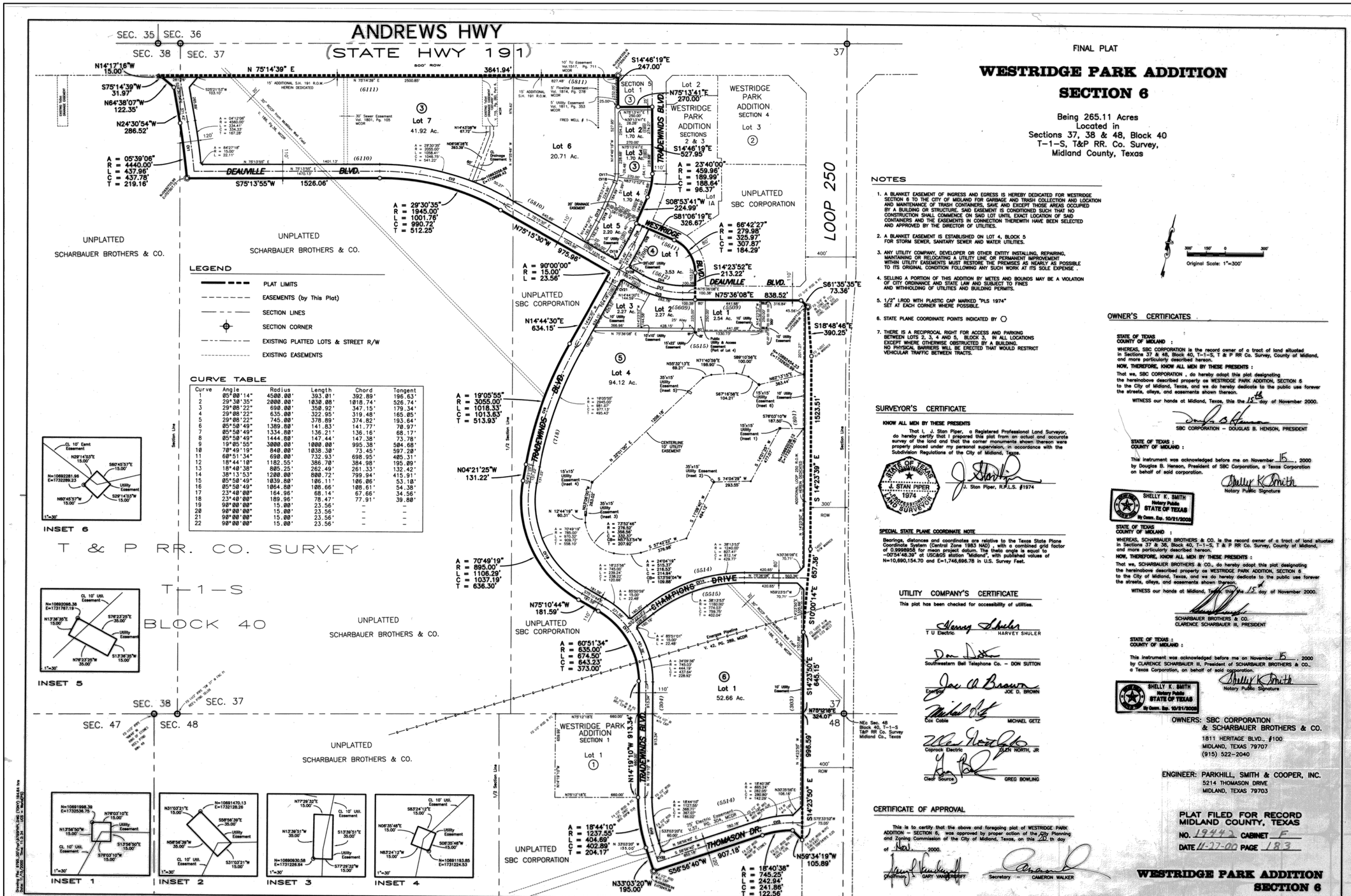
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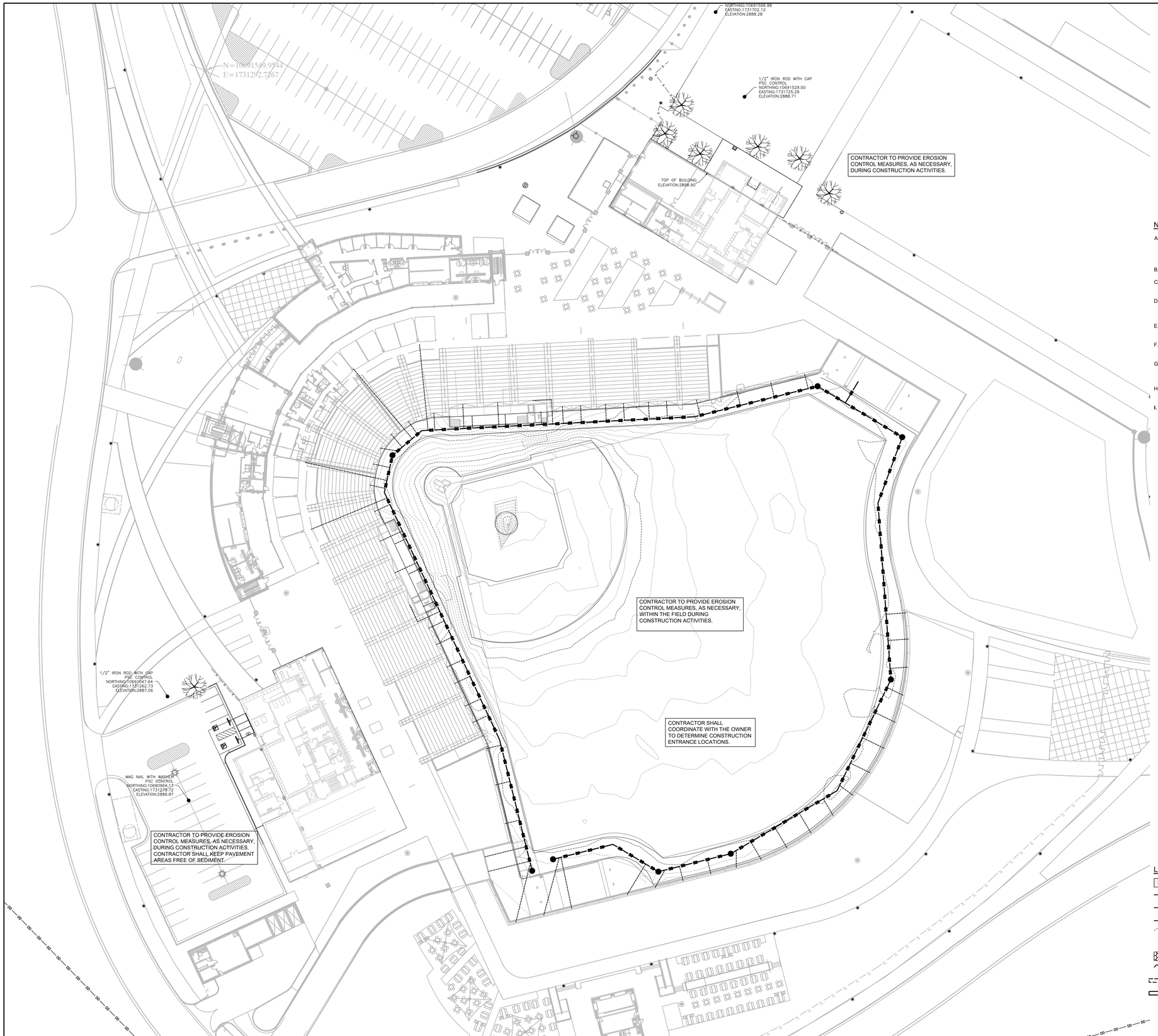
G-101

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PARKHILL SMITH & COOPER, INC. F-560

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ANDREWS HWY
(STATE HWY 191)
SEC. 35
SEC. 36
SEC. 38
SEC. 37
SEC. 47
SEC. 48
37
48
N 75°14'39" E
3641.94'
500' ROW
S14°46'19"E
247.00'
N14°17'16"W
15.00'
S75°14'39"W
31.97'
N64°38'07"W
122.35'
N24°30'54"W
286.52'
A = 05°39'06"
R = 4440.00'
L = 437.96'
C = 437.78'
T = 219.16'
DEAUVILLE BLVD.
S75°13'55"W
1526.06'
A = 29°30'35"
R = 1945.00'
L = 1001.76'
C = 990.72'
T = 512.25'
N75°15'30"W
975.96'
A = 90°00'00"
R = 15.00'
L = 23.56'
N14°44'30"E
634.15'
A = 19°05'55"
R = 3055.00'
L = 1018.33'
C = 1013.63'
T = 513.93'
N04°21'25"W
131.22'
A = 70°49'19"
R = 895.00'
L = 1106.29'
C = 1037.19'
T = 636.30'
N75°10'44"W
181.59'
A = 60°51'34"
R = 635.00'
L = 674.50'
C = 643.23'
T = 373.00'
A = 18°44'10"
R = 1237.55'
L = 404.60'
C = 402.89'
T = 204.17'
N33°03'20"W
195.00'
S56°56'40"W
907.18'
A = 18°40'38"
R = 745.25'
L = 242.94'
C = 241.86'
T = 122.56'
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105.89'
S18°48'46"E
390.25'
S61°35'35"E
73.36'
S14°23'52"E
213.22'
N75°36'08"E
838.52'
S14°23'50"E
645.15'
S14°23'50" E
998.59'
S1°00'14"E
657.36'
S 14°23'39" E
1523.51'
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C = 307.87'
T = 184.29'
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527.95'
S08°53'41"W
224.99'
S81°06'19"E
326.67'
N75°13'41"E
270.00'
N14°46'19"W
270.00'
S75°13'41"W
270.00'
N75°13'41"E
270.00'
S75°13'55"W
1401.13'
N 75°13'55" E
1470.13'
N 75°14'39" E
2500.85'
N 75°13'55" E
1526.06'
S 75°13'55" W
1526.06'
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1401.13'
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2500.85'
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2500.85'
N 75°13'55" E
1401.13'
N 75°14'39" E
3641.94'
S 75°13'55" W
1526.06'
S 75°14'39" W
2500.85'
S 75°13'55" W
1401



A1 EROSION CONTROL PLAN
SCALE: 1" = 30'

FINAL SITE STABILIZATION: IN ACCORDANCE WITH PARTS III.G.1 AND III.G.2 OF THE CONSTRUCTION STORMWATER GENERAL PERMIT, STABILIZATION OF ALL DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY (i.e. AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY) WHENEVER ANY EARTHWORK ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE. THE CITY WILL NOT SUPPORT A C.O. UNLESS THIS REQUIREMENT HAS BEEN FULFILLED.

CONTRACTOR BEWARE: THIS REQUIREMENT WILL BE ENFORCED WITH ZEAL

NOTES

A. THIS MAP IS PART OF A TPDES STORMWATER POLLUTION PREVENTION PLAN. REFER TO THE TEXT PORTION OF THE PLAN FOR ADDITIONAL INFORMATION, REQUIREMENTS AND PROCEDURES. PLAN TO BE DEVELOPED BY THE CONTRACTOR.

B. REFER TO SHEET CE501 FOR DETAILS

C. REMOVE AND REPLACE CONCRETE WASHOUT WHEN 75% OF THE VOLUME IS REACHED.

D. CONCRETE WASHOUT AREA MAY BE RELOCATED OR DUPLICATED AS NECESSARY. PORTABLE WASHOUT IS ALLOWED.

E. THE USE OF A PORTABLE CONCRETE WASHOUT STATION IS ACCEPTABLE.

F. SUBMIT ALTERNATE BMP'S FOR APPROVAL PRIOR TO INSTALLATION.

G. PER THE CITY STORM WATER ADMINISTRATORS: STABILIZE BORROWED STOCKPILES AND STAGING AREAS AT THE COMPLETION OF THE PROJECT

H. PRIOR TO ANY SOIL GRADING ACTIVITIES, CONTRACTOR TO CALL 432-685-2365 FOR INSPECTION.

I. PRE-APPROVED DEVELOPMENT SWPPP REQUIREMENTS:

I.A. *DEVELOPERS ARE NOW REQUIRED TO CALL 432-685-7517 TO REQUEST A STORMWATER INSPECTION BEFORE GRADING LAND FOR PROJECT SITES*

I.B. FOR COMMERCIAL PLANS THAT ARE IN THE PRE-APPROVAL STAGES, THE DEVELOPER, CONTRACTOR, BUILDER ETC. MUST HAVE THE FOLLOWING STORMWATER MEASURES IN PLACE, PER THE APPROVED CITY STANDARD, PRIOR TO BEGINNING ANY CONSTRUCTION. THESE MEASURES INCLUDE:

I.B.A. SILT FENCE - INSTALL PER CITY STANDARDS AND MUST BE TRENCHED 6 INCHES INTO THE GROUND WITH METAL MESH FACING THE STREET AND J-HOOKED AND BACKFILLED. ADDITIONALLY, FENCE MUST BE STAKED EVERY 6 FT. TO ENSURE PROPER STABILITY.

I.B.B. CONSTRUCTION SITE ENTRANCE - CITY STANDARDS CALL FOR "BULL ROCK" WITH A 6-8-INCH DIAMETER ROCK. THE TYPICAL ENTRANCE MUST BE 50 FT. LONG AND 14 FT. WIDE. (LENGTH AND WIDTH CAN BE ADJUSTED DEPENDING ON SITE SIZE)

I.B.C. INLET PROTECTION - IF THE SITE IS BORDERED BY STORMWATER INLETS, THEY MUST BE PROTECTED BY THE DEVELOPER USING SANDBAGS OR FIBER WATTLES.

I.B.D. TCEQ REQUIRES ALL DEVELOPERS IN THE CITY OF MIDLAND THAT DEVELOP SMALL SITES (1-5 ACRES CONSTRUCTION SITE); AND LARGE SITES (5 OR MORE ACRES CONSTRUCTION SITE) TO SUBMIT A SIGNED COPY OF THE NOTICE OF INTENT (NOI) OR CONSTRUCTION SITE NOTICE (CSN) TO THE CITY OF MIDLAND AT LEAST 7 DAYS PRIOR TO THE BEGINNING ANY SITE PREPARATION.

I.C. IF THERE ARE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT THE CITY OF MIDLAND, STORMWATER DIVISION AT 432-685-7517.

LEGEND

- AREA AFFECTED BY PROJECT (APPROX. 5.85 ACRES)
- SF — SILT FENCE
- RK — ROCK FILTER DAM
- LG — EROSION CONTROL LOG
- EXISTING CONTOURS (1' INTERVAL)
- 2% — PROPOSED DRAINAGE PATH WITH PERCENT SLOPE
- STABILIZED CONSTRUCTION ENTRANCE - SEE DETAIL 701/CE501
- NEW CONTOURS (1' INTERVAL)
- FLOW DIRECTION (EXISTING)
- FLOW DIRECTION (PROPOSED)

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PARKHILL SMITH & COOPER, INC. F-560

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Momentum Ball Park
Scharbauer Sports Complex

MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

N

0 30' 60'

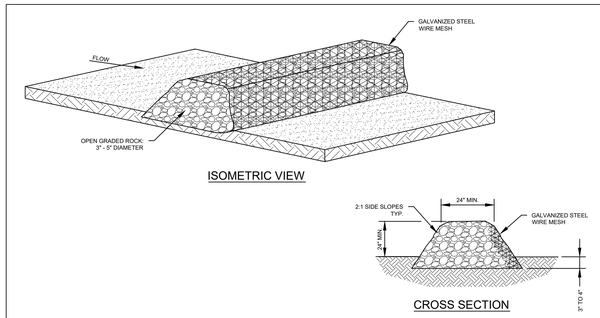
#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Overall Site Erosion Control Plan

CE101

PACKET
11,548
May 10, 2022

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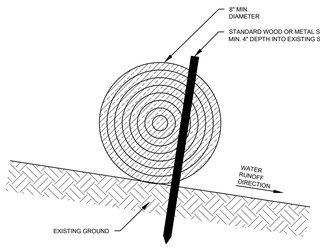
ISOMETRIC VIEW

CROSS SECTION

NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

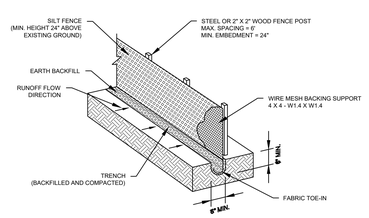
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	ROCK FILTER DAM		708
APPROVED: MCC			



NOTES:

1. THIS DETAIL IS TO USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE FILTER SOCK FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. DO NOT USE FILTER SOCK FOR SHEET FLOW WATERSHEDS LARGER THAN ONE (1) ACRE.
3. USE POLYPROPYLENE NETTING, BURLAP, OR JUTE FABRIC TO CONSTRUCT THE FILTER SOCK.
4. FILL FILTER SOCK WITH STRAW, HAY, COCONUT FIBER, OR COMPOSITE MATERIAL.
5. PLACE STAKING EVERY THREE (3) TO FOUR (4) FEET AT A MINIMUM.
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.

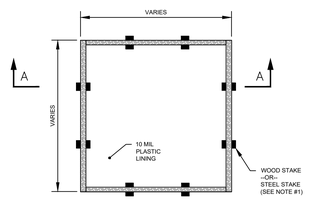
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CHECKED: JCF	FILTER SOCK		707
APPROVED: MCC			



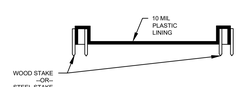
NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SILT FENCE		706
APPROVED: MCC			



ELEVATED WASHOUT

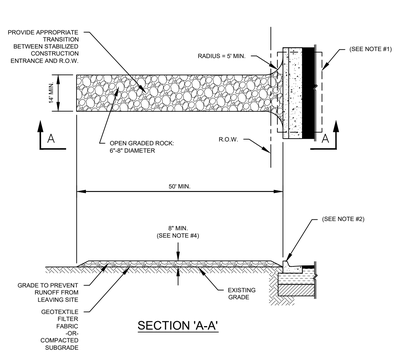


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	CONCRETE WASHOUT OPTION 2		705
APPROVED: MCC			



SECTION 'A-A'

NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701
APPROVED: MCC			

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Momentum Ball Park

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT

City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.

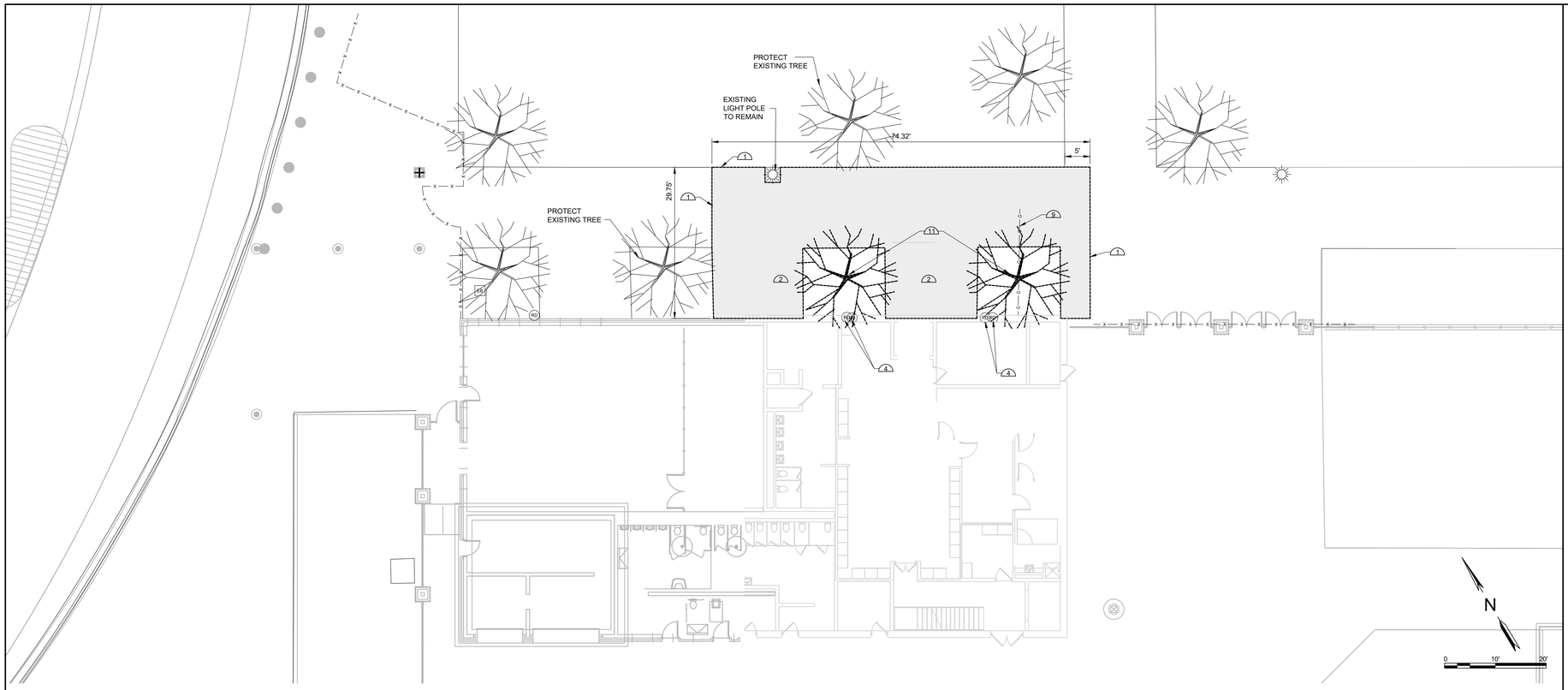
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KEY PLAN

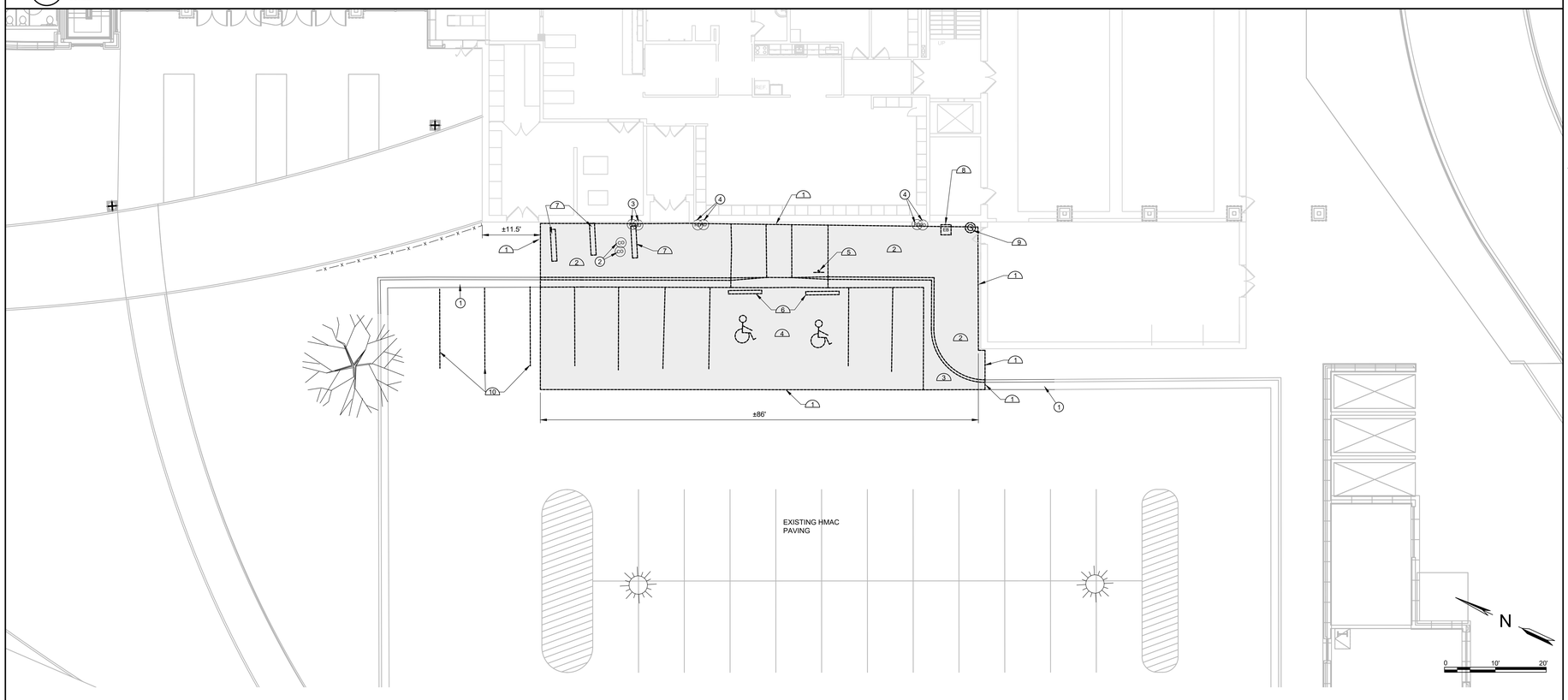
#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Erosion Control Details

CE501



C1 AREA B DEMOLITION PLAN
SCALE: 1" = 10'



A1 AREA A DEMOLITION PLAN
SCALE: 1" = 10'

Texas 811
Know what's below.
Call before you dig.

CONTRACTOR IS RESPONSIBLE TO
CONTACT UTILITIES & ONE CALL SYSTEM
14 DAYS PRIOR TO DIGGING

ALL SECTIONS DIGTESS @ 1-800-344-8377

NOTES

A. THE EXISTING UTILITIES, ABOVE GROUND AND UNDER GROUND, INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY OTHERS. VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES, APPURTENANCES, OR OTHER FEATURES, PRIOR TO CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES, APPURTENANCES, AND ANY OTHER FEATURES ENCOUNTERED, AND NOTIFY THE ENGINEER PROMPTLY OF ANY CONFLICTS WITH THE WORK.

B. CONTACT THE ONE CALL SYSTEM (811) PRIOR TO CONSTRUCTION. REPAIR DAMAGE TO ANY EXISTING UTILITIES AND FACILITIES.

C. HAUL AWAY AND PROPERLY DISPOSE OF ALL MATERIAL REMOVED/DEMOLISHED FROM THE SITE IN ACCORDANCE WITH CITY, STATE, AND NATIONAL REQUIREMENTS.

D. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANEOUS REPAIRS DUE TO DEMOLITION DAMAGE, AT HIS OWN EXPENSE.

E. ALL STREET SIGNS WILL REMAIN UNLESS OTHERWISE NOTED

F. COORDINATE WITH APPROPRIATE UTILITY OWNER OR THE CITY OF MIDLAND PRIOR TO REMOVING, RELOCATING, CONNECTING TO, OR DISCONNECTING ANY UTILITIES

G. ALL POWER POLES TO BE PROTECTED DURING DEMOLITION CONSTRUCTION AND TO REMAIN UNLESS OTHERWISE NOTED

H. VERIFY EXACT LOCATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING WORK, EXCAVATION OR TRENCHING.

I. CONTRACTOR TO ADJUST OR PLUG ANY EXISTING IRRIGATION AS NECESSARY IN AREA B.

KEY NOTES

1. EXISTING CURB AND GUTTER
2. EXISTING SANITARY SEWER DOUBLE CLEANOUT TO REMAIN
3. EXISTING ROOF DRAINS TO REMAIN
4. EXISTING ROOF DRAINS TO BE RELOCATED - SEE PLUMBING PLANS

DEMOLITION NOTES

1. SAWCUT - MAINTAIN NEAT VERTICAL FACE.
2. REMOVE EXISTING CONCRETE SIDEWALK IN THIS AREA
3. REMOVE EXISTING CONCRETE FLATWORK TO FULL DEPTH
4. REMOVE EXISTING ASPHALT TO FULL DEPTH
5. REMOVE EXISTING HANDICAP PARKING SIGN
6. REMOVE EXISTING PARKING BLOCKS
7. SALVAGE EXISTING TABLES AND RETURN TO OWNER
8. REMOVE/RELOCATE EXISTING ELECTRICAL BOX - SEE ELECTRICAL SHEETS
9. REMOVE/RELOCATE EXISTING GAS METER - SEE MECHANICAL SHEETS
10. PAINT OVER EXISTING MARKING WITH FEDERAL SPEC SEAL
11. REMOVE EXISTING TREE AND STUMP TO BELOW GRADE

LEGEND

DEMOLISH, REMOVE, AND DISPOSE OF EXISTING CONCRETE AND HMAC PAVING TO FULL-DEPTH, SAWCUT AND MAINTAIN NEAT VERTICAL FACE

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Scharbauer Sports Complex

MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

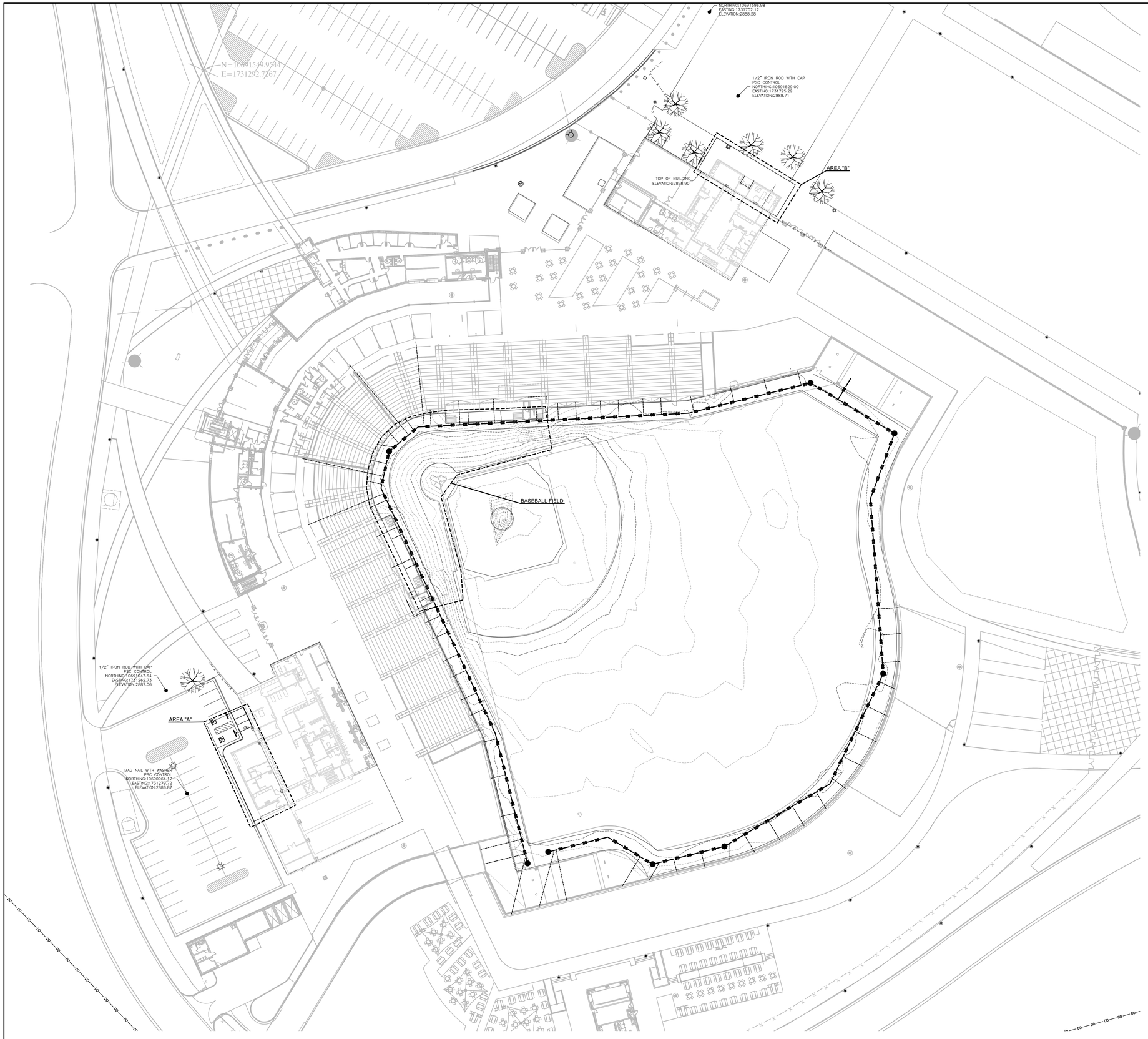
#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Demolition Plan - Areas A And B

CD101-A

PACKET
11,550
May 10, 2022

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A1 OVERALL SITE PLAN
SCALE: 1" = 30'

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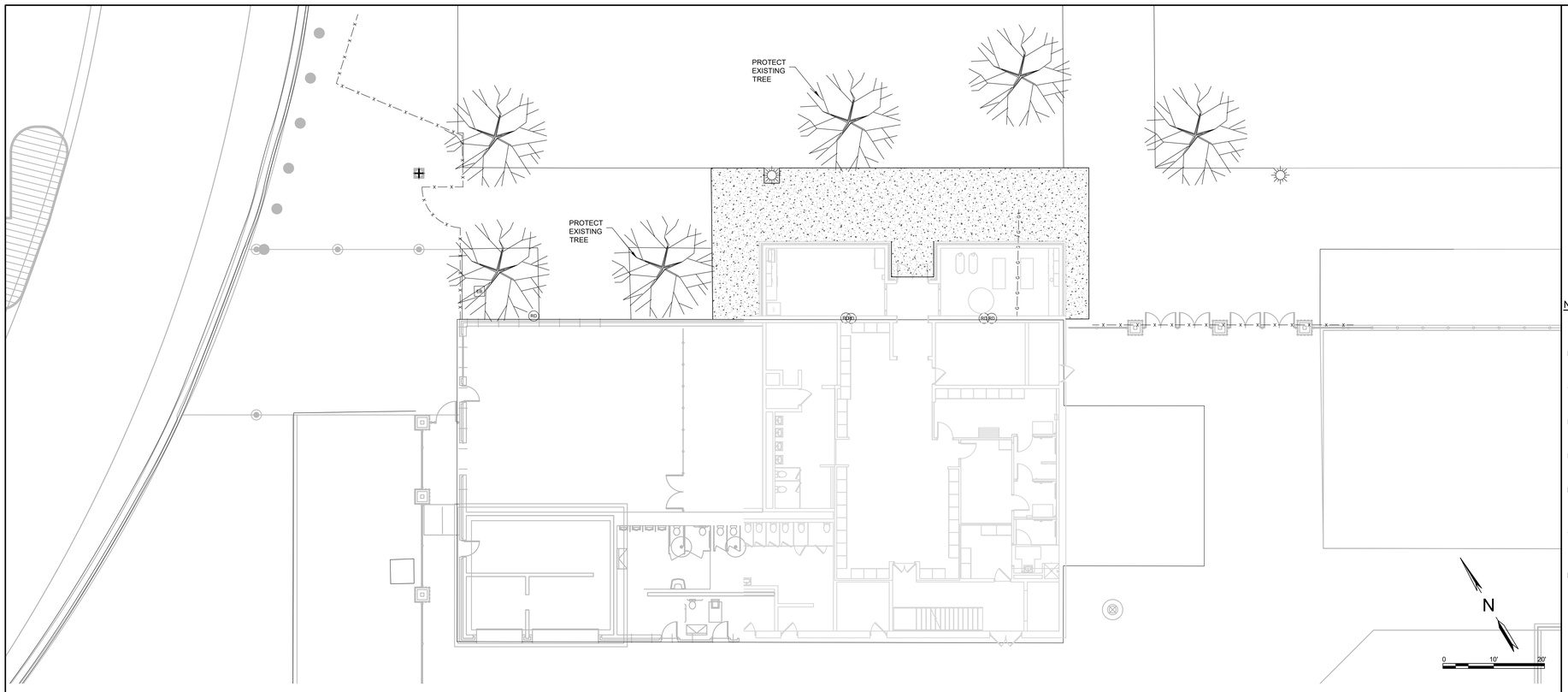
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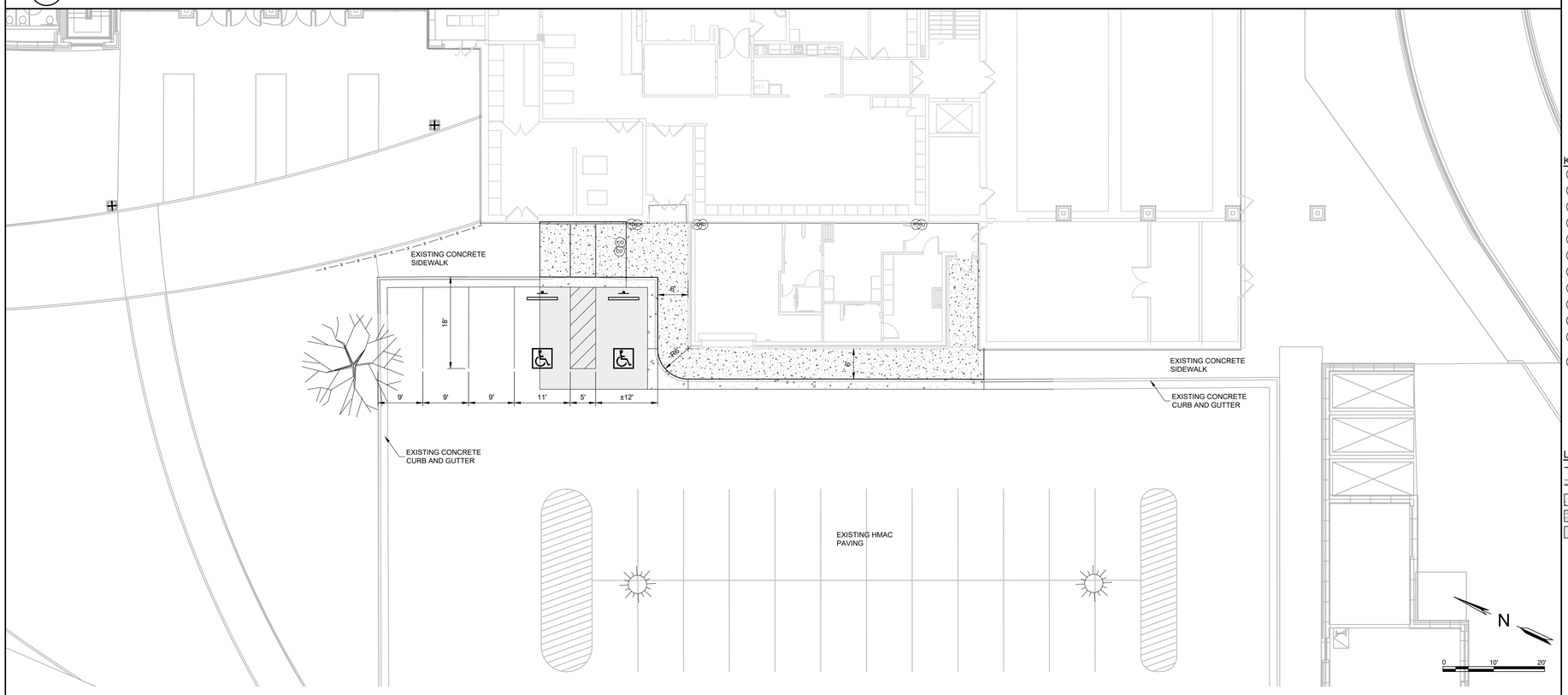
#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Overall Site Plan
CS101

PACKET
11.551
May 10, 2022



C1 AREA B SITE PLAN
SCALE: 1" = 10'



A1 AREA A SITE PLAN
SCALE: 1" = 10'

NOTES

A. STRIPING WIDTH = 4", STRIPE COLOR = WHITE. HANDICAP AND MEDIAN ISLAND STRIPES (YELLOW). PLACE DIAGONAL STRIPES (45°) AT 24" ON CENTER.

B. NOTIFY ONE-CALL UTILITY LOCATOR SERVICE (811) PRIOR TO CONSTRUCTION AND HAVE ALL EXISTING UTILITIES AND PIPELINES WITHIN THE CONSTRUCTION AREA MARKED.

C. LOCATE AND PROTECT EXISTING UTILITIES AND STRUCTURES DURING CONSTRUCTION, AND REPAIR ANY DAMAGES TO EXISTING FEATURES AT CONTRACTOR'S EXPENSE.

D. ALL CONSTRUCTION SHALL BE ACCORDANCE WITH THE LATEST CITY OF MIDLAND DESIGN STANDARDS, REQUIREMENTS AND SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS.

E. FOLLOW BEST MANAGEMENT PRACTICES (BMP'S) AND COMPLY WITH EPA & TCEQ STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

F. EARTHWORK AND BACKFILL WITHIN THE LIMITS OF EXISTING AND PROPOSED PAVEMENT SHALL BE COMPACTED IN MAXIMUM 8" LIFTS TO 95% MODIFIED PROCTOR (ASTM D-1557), WITHIN 2% OF OPTIMUM MOISTURE CONTENT, PRIOR TO PLACEMENT OF IMPROVEMENTS.

G. DOWEL SIDEWALKS INTO PAVEMENT AT TIE-INS TO EXISTING SLABS, AND TO DRIVEWAY PAVEMENTS. INSTALL EXPANSION JOINT MATERIAL WHERE PAVEMENT ABUTS EXISTING STRUCTURES FOR ISOLATION PURPOSES.

H. ALL DIMENSIONS ARE BACK OF CURB TO BACK OF CURB UNLESS OTHERWISE NOTED.

KEY NOTES

1. PARALLEL CURB RAMP - SEE DETAIL 230/CS502
2. PARKING BLOCK - SEE DETAIL A1/CS501
3. HANDICAP SIGN - SEE DETAIL A3/CS501
4. HANDICAP SIGN WITH "VAN ACCESSIBLE" PLACARD - SEE DETAIL A3/CS501
5. HANDICAP MARKING - SEE DETAIL A5/CS501
6. ACCESS AISLE MARKING - SEE DETAIL A4/CS501
7. DOWEL INTO FOUNDATION AT DOORWAY - SEE STRUCTURAL DETAIL C6/S-111
8. DOWEL INTO EXISTING CONCRETE SIDEWALK PAVING
9. DOWEL INTO EXISTING CONCRETE CURB AND GUTTER
10. CONCRETE CURB AND GUTTER - SEE DETAIL 205/CS502
11. ADJUST EXISTING SANITARY SEWER CLEANOUTS TO MATCH PROPOSED TOP OF SIDEWALK
12. EXISTING ROOF DRAIN TO REMAIN IN PLACE

LEGEND

- PROPERTY LINE
- 6" CURB AND GUTTER - SEE DETAIL 205/CS502
- CONCRETE PAVEMENT - SEE DETAIL A2/CS501/C-501
- SIDEWALK - SEE DETAIL 225/CS502
- ASPHALT PAVING - SEE DETAIL B2/CS501

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Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Site Plan - Areas A And B

CS101-A

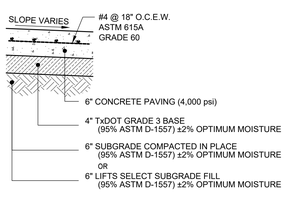
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11,552
May 10, 2022

\\DATA1\PROJECTS\2020\6147.21\03_DSGN\01_DWG\050_CIVIL\00_SHEETS\CS101-A-6147.DWG, 4/25/2022 1:29:43 PM, rkleppe

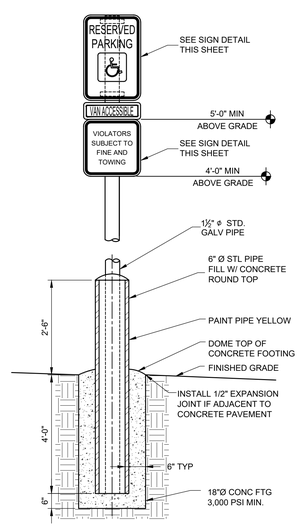
A1 PARKING BLOCK
NO SCALE

REFERENCE GEOTECH REPORT:
1. PROJECT GEOTECH REPORT PREPARED BY W.C. HAMILTON ENGINEERING.
2. PROJECT NUMBER _____ DATED _____
3. REFER TO GEOTECHNICAL REPORT FOR SUBGRADE PREPARATION REQUIREMENTS.

B2 ASPHALT SECTION
NO SCALE

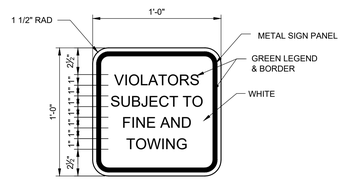


A2 CONCRETE PAVING SECTION
NO SCALE

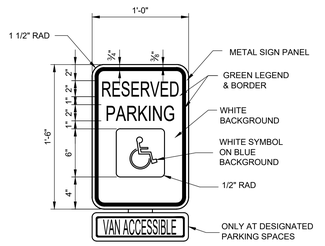


SIGN IN PAVED AREA

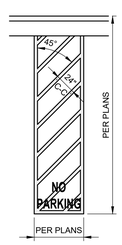
A3 ACCESSIBLE PARKING SIGN
NO SCALE



B4 SIGN DIMENSIONS
NO SCALE

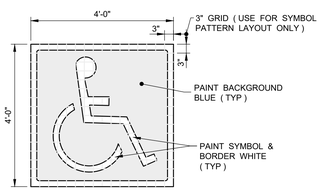


B5 SIGN DIMENSIONS
NO SCALE



A. NOTES
B. STRIPES SHALL BE 4" WIDE WHITE PAINT.
C. PAINT "NO PARKING" CENTERED IN EVERY ACCESS AISLE ADJACENT TO AN ACCESSIBLE PARKING SPACE.
D. ALL CAPITAL LETTERS
E. LETTER HEIGHT SHALL BE 12", WITH A STROKE WIDTH OF 2"
F. LETTERS SHALL BE RED PAINT

A4 ACCESS AISLE MARKING
NO SCALE



A5 SYMBOL OF ACCESSIBILITY
NO SCALE

\\DATA1\PROJECTS\2021\6147.21\03_DSGN\01_DWG\050_CIVIL\00_SHEETS\CS501-6147.DWG, 4/14/2022 11:10:25 AM, mkepper

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PARKHILL SMITH & COOPER, INC. F-560

Parkhill.com

Momentum Ball Park
Scharbauer Sports Complex

MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Site Plan Details
CS501

PACKET
11.553
May 10, 2022

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Momentum Ball Park

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT

City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.

6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

City Of Midland Site Plan Details

CS502

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 DETECTABLE 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 MAX

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.

TYPE 2
PARALLEL CURB RAMP

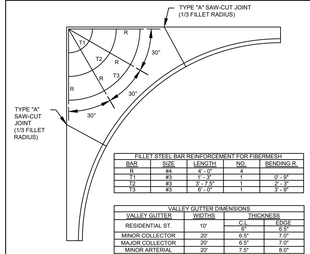
NOTES:

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.

ATTACHED SIDEWALK PLACEMENT DETACHED SIDEWALK PLACEMENT

SECTION A - A

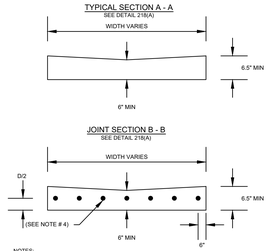
SECTION B - B



FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R
R	#4	4'-0"	4	
T1	#3	3'-2"	1	0'-9"
T2	#3	5'-7"	1	1'-3"
T3	#3	6'-1"	1	2'-9"

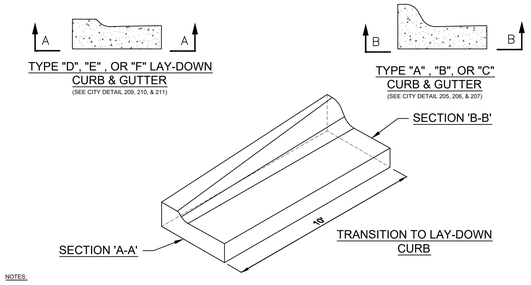
VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
RESIDENTIAL ST.	10'	C.L.	EDGE
		6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB	FILLET AREAS (SQ')			CURB LENGTH
RADIUS	COMPUTING R	AREA S.F.	AREA S.Y.	L.F.
8	10	31.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	80.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54



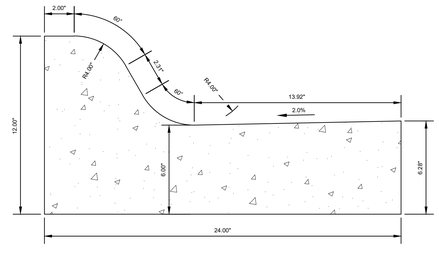
NOTES:

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.



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.

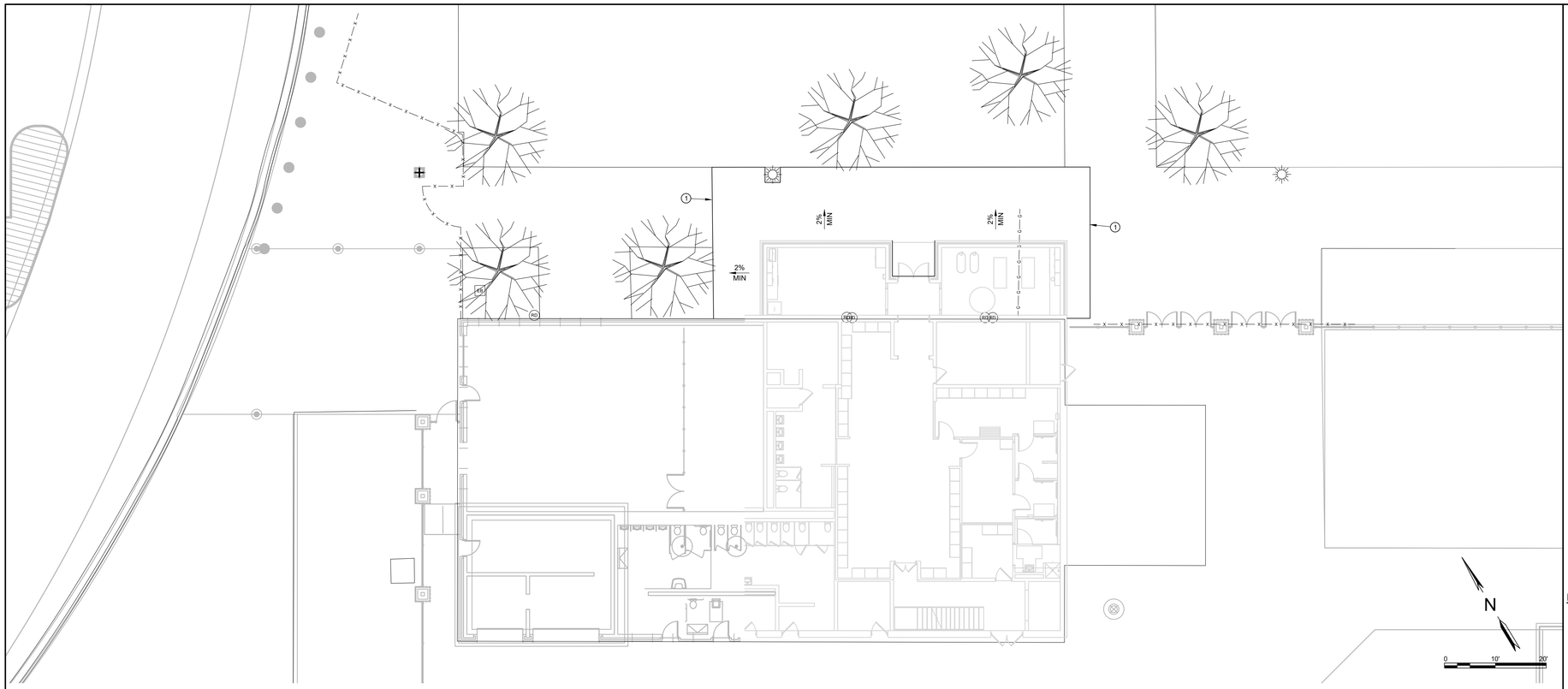


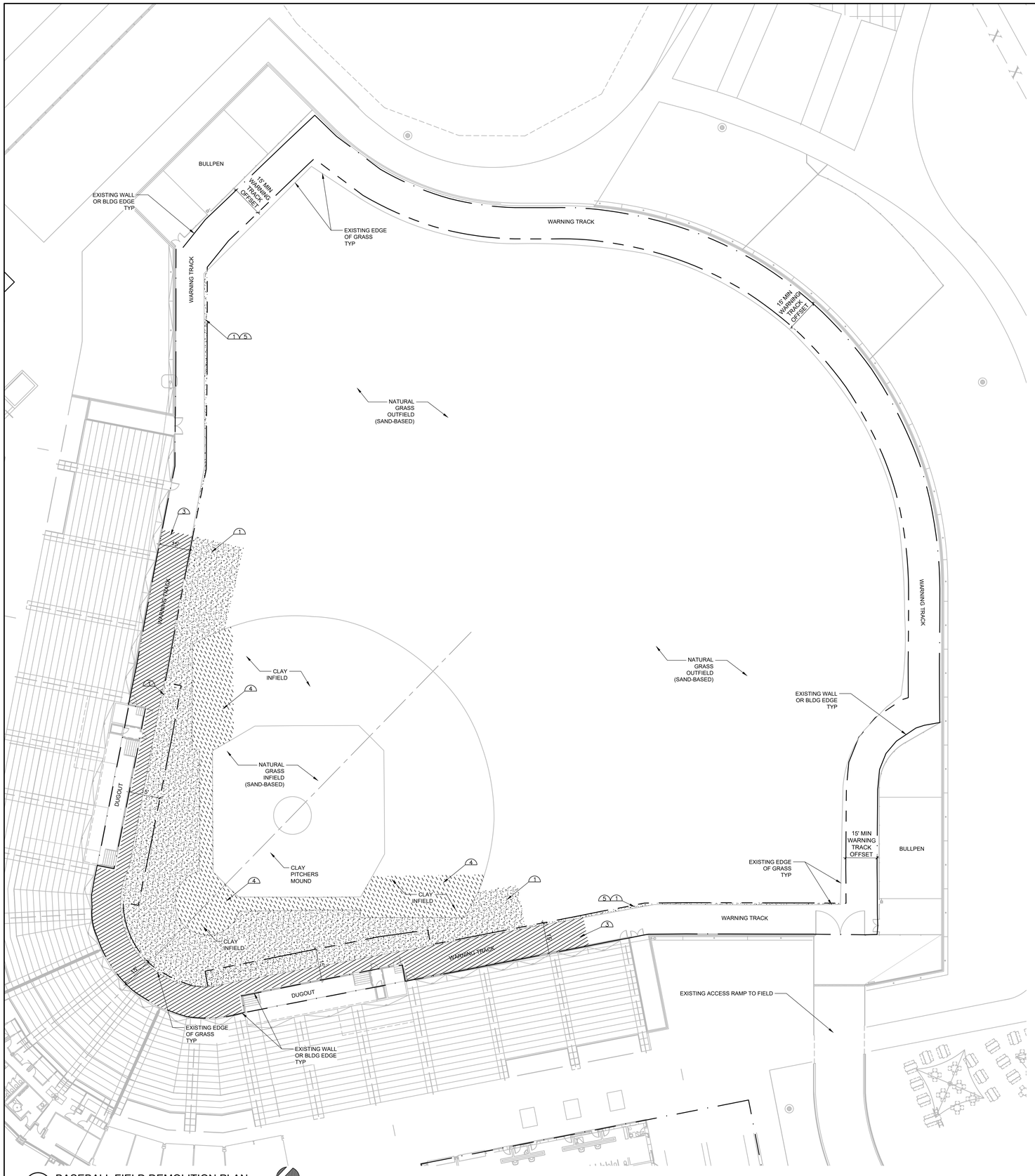
NOTES:

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 CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 233
		DETECTABLE WARNING SURFACE		
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 230
		PARALLEL CURB RAMP		
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 225
		STANDARD SIDEWALK		
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 218(B)
		FILLET AND VALLEY GUTTER		
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 208
		TRANSITION TO LAY-DOWN CURB		
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 205
		TYPE A STANDARD CURB AND GUTTER		

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2%
MIN
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RD



A1 BASEBALL FIELD DEMOLITION PLAN
1" = 20'
0 20 40
NORTH

GENERAL NOTES

A ALL MATERIALS TO BE REMOVED SHALL BE STOCKPILED IN SEPARATE PILES BASED ON MATERIAL COMPOSITION, MATERIALS SHALL NOT BE MIXED, ALL MATERIAL REMOVED SHALL BE STOCKPILED ON SITE AS INDICATED
B ALL EXISTING IRRIGATION HEADS SHALL BE REMOVED PRIOR TO DEMO/SALVAGE OF SOD, HEADS SHALL BE STORED ON SITE AS DIRECTED BY OWNER, HEADS DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED/REPLACED AT NO COST TO THE OWNER, SYSTEM SHALL BE REINSTALLED TO ORIGINAL WORKING CONDITION PRIOR TO CONTRACTOR'S NOTICE TO PROCEED
C THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO EXISTING SITE ELEMENTS THAT OCCUR DURING CONSTRUCTION, DAMAGES SHALL BE REPAIRED/REPLACED WITH MATERIALS APPROVED BY THE OWNER AT NO ADDITIONAL COST
D ALL EXISTING BASES/PLATES/RUBBERS SHALL BE REMOVED PRIOR TO DEMOLITION, ITEMS SHALL BE STORED ON SITE AS DIRECTED BY OWNER, ITEMS DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED/REPLACED AT NO COST TO THE OWNER, ITEMS SHALL BE REINSTALLED TO ORIGINAL WORKING CONDITION PRIOR TO CONTRACTOR'S NOTICE TO PROCEED
E ALL DEMOLITION, HAULING, AND STOCKPILING REQUIRED FOR INSTALLATION OF NEW SOD AND THE ELEVATION CHANGES AS SHOWN ON PLANS ARE THE RESPONSIBILITY OF THE OF THE CONTRACTOR AND NO DIRECT OR ADDITIONAL PAYMENTS WILL BE MADE FOR THIS WORK

DEMOLITION NOTES

REMOVE EXISTING CONSTRUCTION AS INDICATED BY:

1 REMOVE/DEMOLISH EXISTING TURFGRASS SOD TO A DEPTH OF 1" AND STOCKPILE, AFTER SOD REMOVAL THE EXISTING ROOTZONE MIX SHALL BE REMOVED TO A MINIMUM DEPTH OF 2" OR AS REQUIRED TO ACHIEVE ELEVATIONS AS SHOWN ON THE GRADING PLAN, STOCKPILE TURFGRASS AND ROOTZONE MIX SEPARATELY ON SITE AS INDICATED
2 REMOVE EXISTING INFIELD MATERIAL DOWN TO CLEAN ROOTZONE MIX AS REQUIRED FOR INSTALLATION OF NEW SOD TO ACHIEVE TRUE RADII AND INFIELD DIMENSIONS AS SHOWN
3 REMOVE EXISTING WARNING TRACK MATERIAL AS REQUIRED TO ACHIEVE ELEVATIONS AS SHOWN ON THE GRADING PLAN, STOCKPILE MATERIAL ON SITE AS INDICATED
4 REMOVE EXISTING INFIELD MATERIAL AS REQUIRED TO ACHIEVE ELEVATIONS AS SHOWN ON THE GRADING PLAN, STOCKPILE MATERIAL ON SITE AS INDICATED
5 REMOVE ALL EXISTING IRRIGATION HEADS CAP RISER AND MARK LOCATION FOR FUTURE REINSTALLATION BY CONTRACTOR IN TURF AREA, HEADS SHALL BE STORED AND PROTECTED FROM DAMAGE ON SITE AS DIRECTED BY OWNER, ANY DAMAGES HEADS, PIPE, OR OTHER IRRIGATION EQUIPMENT DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE

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PROJECT NO.
6147.21

KEY PLAN

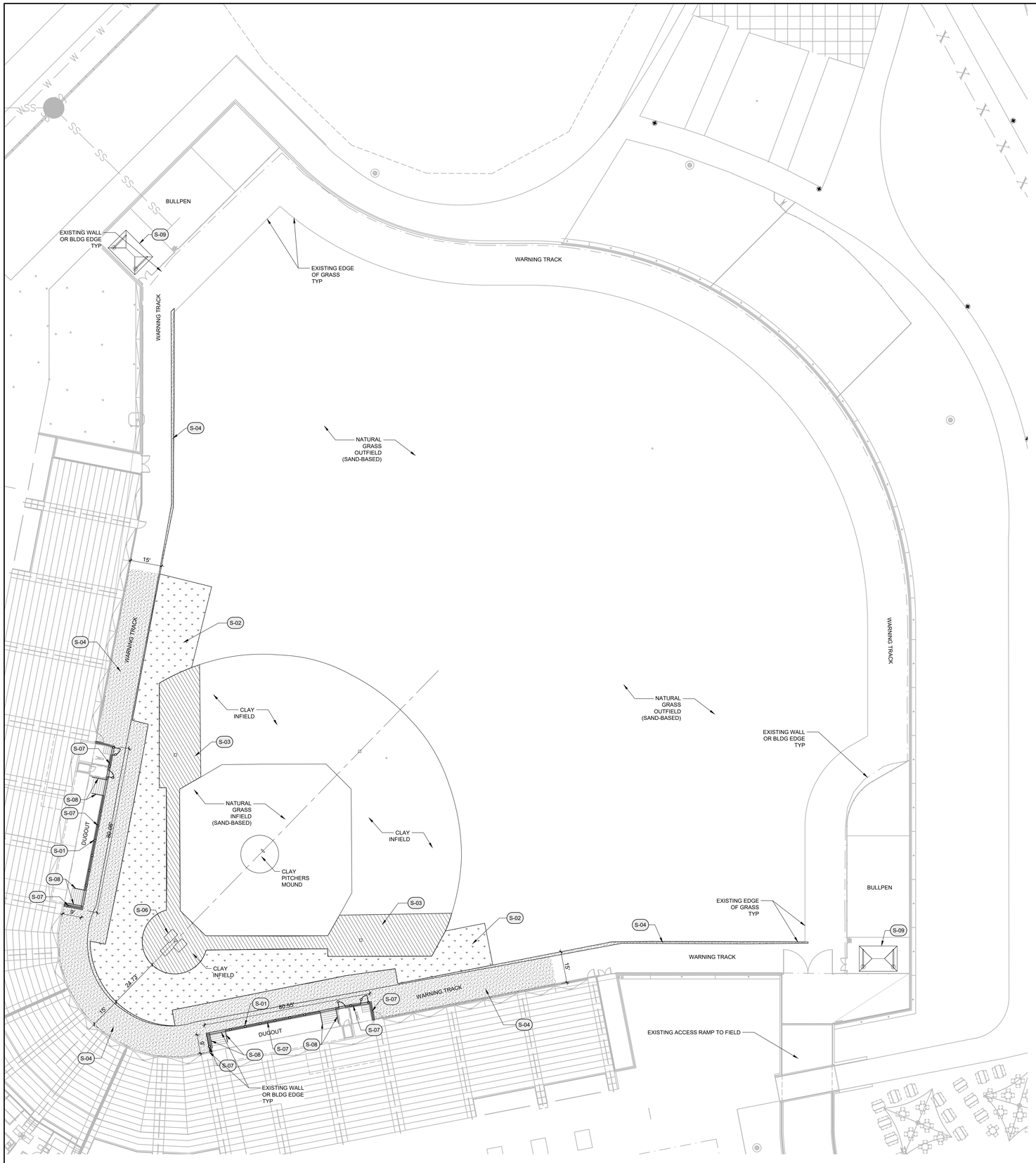
#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Demolition Plan - Baseball Field

L-101

PACKET
11.55k
May 10, 2022

A:\2021\6147.21\03_DSGN\01_DWG\060_LAND\L-101-6147.DWG, 4/25/2022 10:54:19 PM, CSchmitger



A1 BASEBALL FIELD SITE PLAN
1" = 20'
0 20 40
NORTH

REFERENCE NOTES SCHEDULE

2022-04-25 22:2

SYMBOL	SITE DESCRIPTION	QTY
S-01	1' W X 2' D CONCRETE CURB	192 SF
S-02	NATURAL TURF GRASS TO MATCH EXISTING, SAND BASED SOD	6,603 SF
S-03	CLAY IN FIELD MATERIAL TO MATCH EXISTING	3,608 SF
S-04	WARNING TRACK MATERIAL TO MATCH EXISTING	7,189 SF
S-06	BATTERS BOX	
S-07	PADDED GUARDRAIL W/ NETTING TO MATCH EXISTING, INSTALL GATES AND OPENINGS AS REQUIRED	184 LF
S-08	HANDRAIL TO MATCH EXISTING, INSTALL ON EXISTING DUGOUT STAIRS, EXTEND TO MEET NEW CONC CURB AS REQUIRED	51 LF

SYMBOL	SITE DESCRIPTION	QTY
S-09	FABRIC SHADE CANOPY: POLIGON 12X18, HIPPED CANTILEVER, 8' ENTRY HT, MODEL# ICAH-12X18	2

GENERAL NOTES

A ALL MATERIALS TO BE REMOVED SHALL BE STOCKPILED IN SEPARATE PILES BASED ON MATERIAL COMPOSITION, MATERIALS SHALL NOT BE MIXED, ALL MATERIAL REMOVED SHALL BE STOCKPILED ON SITE AS INDICATED
B ALL EXISTING IRRIGATION HEADS SHALL BE REMOVED PRIOR TO DEMO/SALVAGE OF SOD, HEADS SHALL BE STORED ON SITE AS DIRECTED BY OWNER, HEADS DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED/REPLACED AT NO COST TO THE OWNER, SYSTEM SHALL BE REINSTALLED TO ORIGINAL WORKING CONDITION PRIOR TO CONSTRUCTION
C THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO EXISTING SITE ELEMENTS THAT OCCUR DURING CONSTRUCTION, DAMAGES SHALL BE REPAIRED/REPLACED WITH MATERIALS APPROVED BY THE OWNER AT NO ADDITIONAL COST
D ALL EXISTING BASES/PLATES/RUBBERS SHALL BE REMOVED PRIOR TO DEMOLITION, ITEMS SHALL BE STORED ON SITE AS DIRECTED BY OWNER, ITEMS DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED/REPLACED AT NO COST TO THE OWNER, ITEMS SHALL BE REINSTALLED TO ORIGINAL WORKING CONDITION PRIOR TO CONSTRUCTION

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PROJECT NO.
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KEY PLAN

#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Site Plan - Baseball Field

L-102

PACKET
11,557
May 10, 2022

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A1 BASEBALL FIELD GRADING PLAN
1" = 20'
0 20 40
NORTH

GRADING LEGEND

SYMBOL	DESCRIPTION
1:1	SLOPE
00.0	SPOT ELEVATION
00.0 TC	SPOT ELEVATION TOP OF CURB
00.0 TS	SPOT ELEVATION TOP OF SURFACE
0000.00	EXISTING SPOT ELEVATIONS
	PROPOSED CONTOURS
	EXISTING CONTOURS

GENERAL NOTES

A. PLACE EXPANSION JOINTS BETWEEN ALL CONCRETE PAVING AND ADJACENT HARD CONSTRUCTION

B. ALL UTILITIES MAY NOT BE SHOWN ON THE PLANS IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. UTILITIES DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE, IN THE SAME LOCATION AND IN A CONDITION EQUAL TO OR BETTER THAN FOUND

C. ALL CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE LATEST CODES APPLICABLE

D. EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO; FENCES, GATES, GROUND SURFACES, UTILITY PIPELINES AND DRAINAGE STRUCTURES WHICH ARE REMOVED OR ALTERED TO PERMIT INSTALLATION OF THE WORK, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN THE SAME LOCATION AND IN CONDITION EQUAL TO OR BETTER THAN FOUND

E. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEAN OUTS, VALVE BOXES AND FIRE HYDRANTS MUST BE ADJUSTED TO THE PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING

F. THE CONTRACTOR SHALL EMPLOY A LICENSED PUBLIC SURVEYOR TO SET ALL GRADES, SPOT ELEVATIONS, FLOW LINES, ETC.

G. NO DEPRESSIONS, "BIRD BATHS", ETC.. SHALL BE PERMITTED SHOULD ANY MODIFICATIONS TO THE PROPOSED GRADING BE REQUIRED TO ACHIEVE POSITIVE DRAINAGE, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY

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Parkhill.com

Momentum Ball Park

Scharbauer Sports Complex

MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

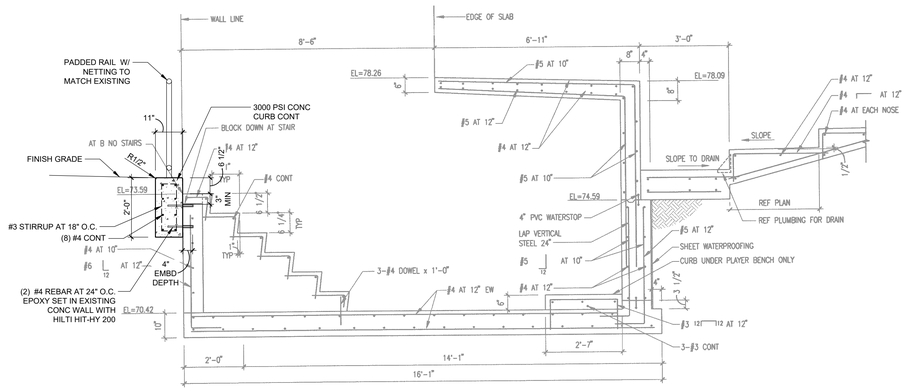
#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Grading Plan - Baseball Field

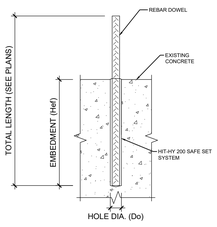
L-103

PACKET
11.558
May 10, 2022

\\DATA1\PROJECTS\2021\6147 21\03_DSGN\01_DWG\000_LAN\DIL-103-6147.DWG, 4/25/2022 5:02:36 PM, Akleppe



C1 CURB AT DUGOUT STAIR
1/2" = 1'-0"



GENERAL NOTES FOR POST-INSTALLED ANCHORS

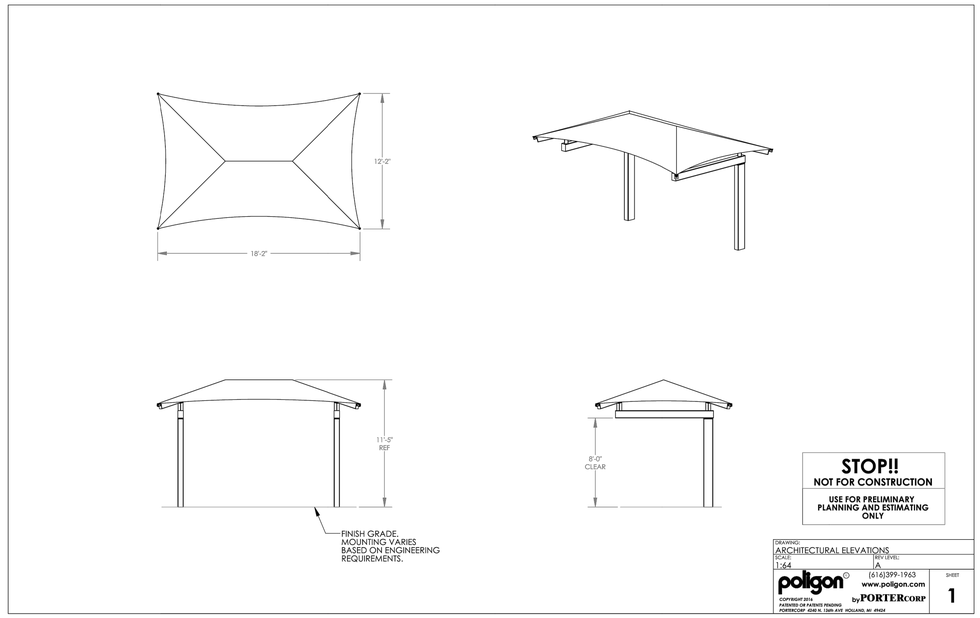
1) EXCEPT WHERE INDICATED ON THE DRAWINGS, POST-INSTALLED ANCHORS SHALL CONSIST OF THE FOLLOWING ANCHOR TYPES AS PROVIDED BY HILTI INC. CONTACT HILTI AT (800) 879-8000 FOR PRODUCT RELATED QUESTIONS.
   a) REBAR DOWELING INTO CONCRETE
   i) ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE:
      (1) HILTI HIT-HY 200-A SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT AND VACUUM WITH CONTINUOUSLY DEFORMED REBAR PER ICC-ES ESR-3187
   ii) BASIS OF DESIGN INCLUDES THE FOLLOWING DESIGN PARAMETERS:
      (1) CRACKED CONCRETE
      (2) WATER-SATURATED CONCRETE
      (3) BASE MATERIAL TEMPERATURE OF 23 TO 104 DEGREES FAHRENHEIT
      (4) ALLOWABLE WITH HAMMER-DRILL, HOLLOW DRILL BIT SYSTEM, AND CORE DRILLING METHODS
      (5) CURRENT ICC-ES REPORT WITH APPROVAL FOR DEVELOPMENT OF BAR USING ACI PROVISIONS FOR EMBEDMENT DEPTHS GREATER THAN 20 BAR DIAMETERS
2) ANCHOR CAPACITY USED IN DESIGN SHALL BE BASED ON THE TECHNICAL DATA PUBLISHED BY HILTI OR OTHER SUCH METHOD AS APPROVED BY THE STRUCTURAL ENGINEER OF RECORD. SUBSTITUTION REQUESTS FOR ALTERNATE PRODUCTS MUST BE APPROVED IN WRITING BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO USE. CONTRACTOR SHALL PROVIDE CALCULATIONS THAT HAVE BEEN SEALED BY ANOTHER LICENSED ENGINEER DEMONSTRATING THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF MEETING THE PERFORMANCE OF THE SPECIFIED PRODUCT. SUBSTITUTIONS WILL BE EVALUATED BY THEIR HAVING AN ICC-ES ESR SHOWING COMPLIANCE WITH THE RELEVANT BUILDING CODE FOR SEISMIC USES, LOAD RESISTANCE, INSTALLATION CATEGORY, AND AVAILABILITY OF COMPREHENSIVE INSTALLATION INSTRUCTIONS. ADHESIVE ANCHOR EVALUATION WILL ALSO CONSIDER CREEP, IN-SERVICE TEMPERATURE, INSTALLATION TEMPERATURE, MOISTURE CONDITION OF CONCRETE, AND DRILLING METHODS.
3) INSTALL ANCHORS PER THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS, AS INCLUDED IN THE ANCHOR PACKAGING.
4) ANCHOR CAPACITY IS DEPENDENT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHORS TO EDGE OF CONCRETE. INSTALL ANCHORS IN ACCORDANCE WITH SPACING AND EDGE CLEARANCES INDICATED ON THE DRAWINGS.
5) EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURE MAY CONFLICT WITH SPECIFIC ANCHOR LOCATIONS. UNLESS NOTED ON THE DRAWINGS THAT THE BARS CAN BE CUT, THE CONTRACTOR SHALL REVIEW THE EXISTING DRAWINGS AND SHALL UNDERTAKE TO LOCATE THE POSITION OF THE REINFORCING BARS AT THE LOCATIONS OF THE CONCRETE ANCHORS BY APPROVED MEANS.

REBAR INSTALLED WITH HILTI HIT-HY 200

SETTING INFO	SYMBOL	UNITS	REBAR SIZE			
			#3	#4	#5	#6
NOMINAL BIT DIAMETER	Do	IN	1/2	5/8	3/4	7/8
EFFECTIVE EMBEDMENT	Hef (MIN)	IN	2-3/8	2-3/4	3-1/8	3-1/2
	Hef (MAX)	IN	7-1/2	10	12-1/2	15
MIN CONC THICKNESS	H (MIN)	IN	Hef + 1-1/4	Hef + 2Do	Hef + 2Do	Hef + 2Do
MIN EDGE DIST	C (MIN)	IN	1-7/8	2-1/2	3-1/8	3-3/4
MIN ANCHOR SPACING	S (MIN)	IN	1-7/8	2-1/2	3-1/8	3-3/4

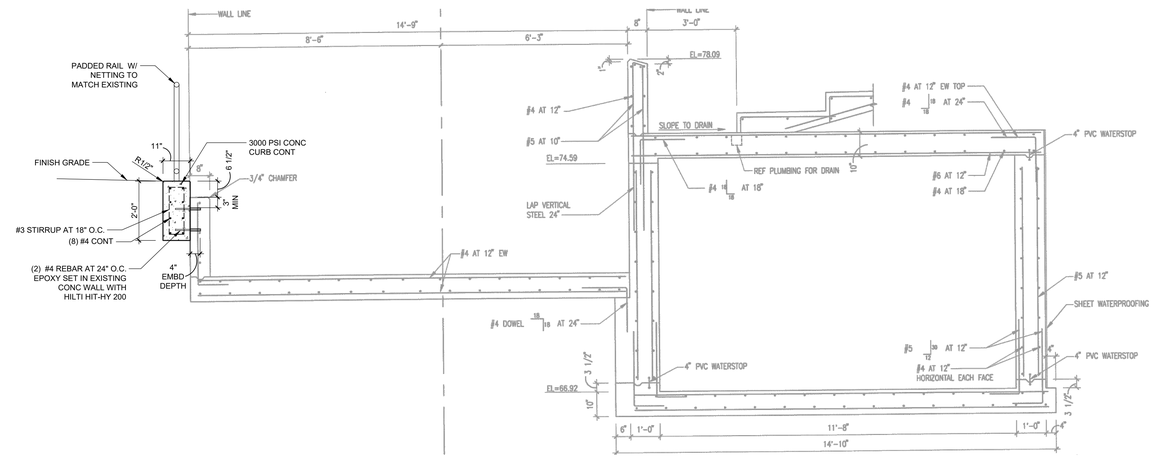
B1 EPOXY SET REBAR
6" = 1'-0"

PSC-AUS-SCH-3216-0-01

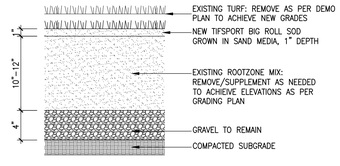


STOP!!
NOT FOR CONSTRUCTION
USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

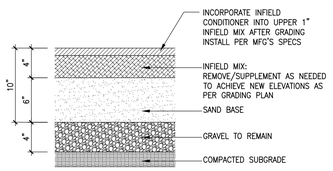
D4 FABRIC SHADE CANOPY
NO SCALE



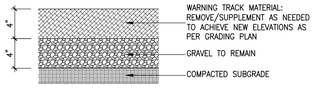
B4 CURB AT DUGOUT WALL
1/2" = 1'-0"



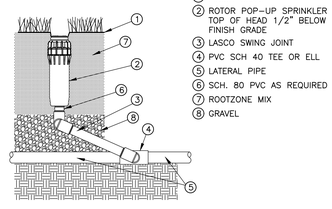
A1 TURFGRASS / ROOTZONE MIX
N.T.S.



A2 INFIELD SKINNED AREA
N.T.S.

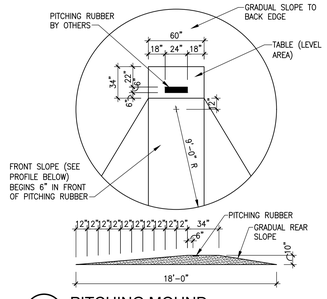


A3 WARNING TRACK SECTION
N.T.S.

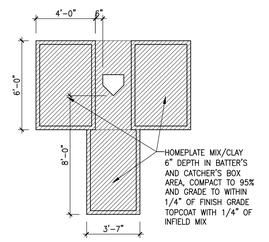


1. FINISH GRADE
2. ROTOR POP-UP SPRINKLER TOP OF HEAD 1/2" BELOW FINISH GRADE
3. LASCO SWING JOINT
4. PVC SCH 40 TEE OR ELL
5. LATERAL PIPE
6. SCH. 80 PVC AS REQUIRED
7. ROOTZONE MIX
8. GRAVEL

A4 ROTOR HEAD
N.T.S.



A5 PITCHING MOUND
N.T.S.



A6 BATTER'S BOX LAYOUT
N.T.S.

\\DATA1\PROJECTS\32021616\147.21\03_DSGN\01_DWG\060_LAN\DL-501-6147.DWG, 4/25/2022 5:03:37 PM, rkepper

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Momentum Ball Park
Scharbauer Sports Complex

MIDLAND
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CLIENT
City of Midland

5514 Champions Dr
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PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	4/25/2022	Owner Review

Details - Baseball Field

L-501

PACKET
11.559
May 10, 2022

ABBREVIATIONS

A	
ACI	AMERICAN CONCRETE INSTITUTE
ADDL	ADDITIONAL
ADDM	ADDENDUM
ADH	ADHESIVE
ADJ	ADJUSTABLE, ADJACENT
AFF	ABOVE FINISH FLOOR
AHU	AIR HANDLING UNIT
AIA	AMERICAN INSTITUTE OF ARCHITECTS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ALUM	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APA	AMERICAN PLYWOOD ASSOCIATION
APPROX	APPROXIMATE
ARCH	ARCHITECT
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
AVG	AVERAGE
AW	AFTER WELD
AWG	AMERICAN WIRE GAGE
AWS	AMERICAN WELDING SOCIETY
B	
B PL	BASE PLATE
BBM	BOND BEAM
BIA	BRICK INSTITUTE OF AMERICA
BL	BASE LINE, BUILDING LINE
BLDG	BUILDING
BLKG	BLOCKING
BM	BEAM
BO	BOTTOM OF
BOS	BOTTOM OF STEEL
BOT	BOTTOM (BOTTOM FACE, LAYER, SIDE)
BRCG	BRACING
BRDG	BRIDGING
BRG	BEARING
BTWN	BETWEEN
C	
C	AMERICAN STANDARD CHANNEL, (STRUCTURAL SHAPE), COMPRESSION
CFMF	COLD-FORMED METAL FRAMING
CHFR	CHAMFER
CIP	CAST-IN-PLACE
CIRC	CIRCULAR
CJ	CONTROL JOINT
CL	CENTER LINE, COLUMN LINE
CLG	CEILING
CLR	CLEAR, CLEARANCE
cm	CENTIMETER
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
COMP	COMPRESSION
CONC	CONCRETE
CONN	CONNECT, CONNECTION
CONSTR	CONSTRUCTION
CONT	CONTINUE, CONTINUOUS
CONTR	CONTRACTOR
COORD	COORDINATE
CRCMF	CIRCUMFERENCE
CSI	CONSTRUCTION SPECIFICATIONS INSTITUTE
CTR	CENTER
CU FT	CUBIC FOOT
CU YD	CUBIC YARD
D	
D	DEPTH
db	REINFORCING BAR DIAMETER
DBL	DOUBLE
DEG	DEGREE
DEMO	DEMOLISH
DET	DETAIL
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DL	DEAD LOAD
DWG	DRAWING
DWL	DOWEL(S)
E	
E	EAST, MODULUS OF ELASTICITY
EA	EACH
ECC	ECCENTRIC
EF	EACH FACE
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRIC, ELECTRICAL
ELEV	ELEVATOR
ENGR	ENGINEER
EOD	EDGE OF DECK
EOF	EDGE OF FOOTING
EOS	EDGE OF SLAB
EP	EDGE OF PAVEMENT (PAVING)
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EACH SIDE
EW	EACH WAY
EXC	EXCAVATE
EXP	EXPANSION, EXPOSED
EXP BT	EXPANSION BOLT
EXST	EXISTING
EXT	EXTERIOR
F	
FD	FLOOR DRAIN
FDTN	FOUNDATION
FF EL	FINISH FLOOR ELEVATION
FIN	FINISH(ED)
FIN FLR	FINISH FLOOR
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOS	FACE OF SLAB, FACE OF STUD
FOW	FACE OF WALL
FP	FIREPROOF(ING)
FRMG	FRAMING
FS	FAR SIDE
FT	FOOT
FTG	FOOTING
FURG	FURRING
FV	FIELD VERIFY
G	
GA	GAGE
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GEN	GENERAL
GLB	GLUE LAMINATED BEAM
GOVT	GOVERNMENT
GR	GRADE
GR BM	GRADE BEAM
GT	GROUT
H	
HI	HIGH
HDR	HEADER
HK	HOOK
HORIZ	HORIZONTAL
HS	HIGH STRENGTH, HEADED STUD
HT	HEIGHT
HVAC	HEATING VENTILATION AND AIR CONDITIONING
I	
I	MOMENT OF INERTIA
IBC	INTERNATIONAL BUILDING CODE
ICF	INSULATED CONCRETE FORM
ID	INSIDE DIAMETER
IF	INSIDE FACE
IFS	INSIDE FACE OF STUD
INVL	INCLUDE(D)ING)(SIVE)
INFO	INFORMATION
INT	INTERIOR
INTRM	INTERMEDIATE
INV	INVERT(ED)

ABBREVIATIONS

J	
JBE	JOIST BEARING ELEVATION
JST(S)	JOIST(S)
JT	JOINT
K	
K	KIPS (1,000 POUNDS)
KLF	KIPS PER LINEAR FOOT
KO	KNOCKOUT
KSF	KIPS PER SQUARE FOOT
KSI	KIPS PER SQUARE INCH
KWY	KEYWAY
L	
L	ANGLE (STRUCTURAL STEEL), LOW
LB	POUND
LD BRG	LOAD-BEARING
LH	LEFT HAND
LL	LIVE LOAD
LLBB	LONG LEG BACK TO BACK
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
LSH	LONG SIDE HORIZONTAL
LSV	LONG LEG VERTICAL
LT	LIGHT
LT GA	LIGHT GAGE
LT WT	LIGHT WEIGHT
LVL	LAMINATED VENEER LUMBER
LWC	LIGHTWEIGHT CONCRETE
M	
m	METER(S)
M	MOMENT
MATL	MATERIAL
MAU	MAKE UP AIR UNIT(S)
MAX	MAXIMUM
MB	MACHINE BOLT
MC	MOMENT CONNECTION(S)
MCJ	MASONRY CONTROL JOINT
MECH	MECHANIC(AL)
MEP	MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION
MEZZ	MEZZANINE
MFG	MANUFACTURING
MFR	MANUFACTURER
MID	MIDDLE
MIL STD	MILITARY STANDARD
MIN	MINIMUM
MISC	MISCELLANEOUS
mm	MILLIMETER
MO	MASONRY OPENING
MOD	MODIFY
MTL	METAL
N	
N	NORTH
NA	NOT APPLICABLE
NIC	NOT IN CONTACT
NLB	NON LOAD BEARING
NO	NUMBER
NOM	NOMINAL
NS	NEAR SIDE
NTS	NOT TO SCALE
NW	NORMAL WEIGHT
NWC	NORMAL WEIGHT CONCRETE
O	
OA	OVERALL
OC	ON CENTER
OD	OUTSIDE DIAMETER, OUTSIDE DIMENSION
OF	OUTSIDE FACE
OH DR	OVERHEAD DOOR
OPNG	OPENING
OPP	OPPOSITE
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINSTRATION
P	
PAR	PARALLEL, PARAPET
PCC	PRECAST CONCRETE
PCA	PORTLAND CEMENT ASSOCIATION
PCF	POUNDS PER CUBIC FOOT
PCI	PRESTRESSED CONCRETE INSTITUTE
PCY	POUNDS PER CUBIC YARD
PED	PEDESTAL
PERP	PERPENDICULAR
PG	PLATE GIRDER
PL	PLATE
PLAM	PARALLAM
PLBG	PLUMBING
PLF	POUNDS PER LINEAL FOOT
PLYWD	PLYWOOD
PRCST	PRECAST
PREFAB	PREFABRICATE
PREFMD	PREFORMED
PRELIM	PRELIMINARY
PREP	PREPARATION
PROJ	PROJECT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT OR POST-TENSION(ED)(ING)
PUR	PURLIN(S)
PVC	POLYVINYL CHLORIDE
PVG	PAVING
Q	
QC	QUALITY CONTROL
QTY	QUANTITY
R	
R	RADIUS
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REBAR	REINFORCING STEEL BARS
REC	RECESSED
REF	REFERENCE, REFER TO
REFL	REFLECT
REINF	REINFORCE(D)(MENT)(ING)
REM	REMOVABLE
REQD	REQUIRED
REV	REVISION
RH	RIGHT HAND(ED), ROOF HATCH
RO	ROUGH OPENING
RTU	ROOF TOP UNIT
S	
S	SOUTH
SCHED	SCHEDULE
SDI	STEEL DECK INSTITUTE
SECT	SECTION
SE	STRUCTURAL ENGINEER
SER	STRUCTURAL ENGINEER OF RECORD
SF	SQUARE FOOT
SHT	SHAFT, SHEET
SIM	SIMILAR
SJI	STEEL JOIST INSTITUTE
SLBB	SHORT LEG BACK TO BACK
SLRS	SEISMIC LOAD RESISTING SYSTEM
SM	SHEET METAL, SMOOTH
SOG	SLAB ON GRADE
SP	SPACE, SUMP PIT
SPEC	SPECIFICATION
SQ	SQUARE
SST	STAINLESS STEEL
STAG	STAGGERED
STD	STANDARD
STIFF	STIFFENER
STIR	STIRRUP
STL	STEEL
STRUCT	STRUCTURAL, STRUCTURE
SUPT	SUPPORT
SUSP	SUSPENDED(S)
SW	SHEAR WALL
SYM	SYMMETRICAL

ABBREVIATIONS

T	
T	TENSION
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE
TAN	TANGENT
TB	THROUGH BOLT
TD	TRENCH DRAIN
TEMP	TEMPORARY, TEMPERATURE
TENS	TENSION
TFF	TOP OF FINISH FLOOR
THD	THREAD
THK	THICK, THICKNESS
THRU	THROUGH
TO	TOP OF
TOB	TOP OF BEAM
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOG	TOP OF GRADE
TOJ	TOP OF JOIST
TOL	TOLERANCE
TOM	TOP OF MASONRY
TOP	TOP OF PARAPET
TOS	TOP OF SLAB, TOP OF STEEL
TOT	TOP OF TRUSS
TOW	TOP OF WALL
TRANS	TRANSVERSE
TRTD	TREATED
TYP	TYPICAL
U	
UNO	UNLESS NOTED OTHERWISE
V	
V	SHEAR
VAR	VARIATION, VARIES
VERT	VERTICAL
VRFY	VERIFY
W	
W	WEST, WIDE
WF	WIDE FLANGE
WL	WIND LOAD
WLD	WELDED
WP	WORK POINT, WATERPROOFING
WS	WATERSTOP
WWR	WELDED WIRE REINFORCEMENT
X	
XBRA	CROSSBRACING

GENERAL REQUIREMENTS

A. REFER TO SPECIFICATIONS FOR SPECIFIC REQUIREMENTS FOR MATERIALS, PRODUCTS, HANDLING, AND INSTALLATION.

B. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL THE CONSTRUCTION OF THE STRUCTURE REACHES ITS FINAL CONDITION, AND ALL DIAPHRAGMS, BRACES, AND/OR SHEAR WALLS ARE INSTALLED.

C. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND REMOVAL OF TEMPORARY BRACING AND CONSTRUCTION SUPPORTS FOR NEW AND EXISTING STRUCTURES, AS NECESSARY TO COMPLETE THE PROJECT. NO PORTION OF THE PROJECT WHILE UNDER CONSTRUCTION IS INTENDED TO BE STABLE IN THE ABSENCE OF THE CONTRACTOR'S TEMPORARY SUPPORTS AND BRACES. CONTRACTOR SHALL RETAIN A STRUCTURAL ENGINEER LICENSED IN THE STATE IN WHICH THE PROJECT IS LOCATED TO DESIGN TEMPORARY BRACING AND CONSTRUCTION SUPPORTS.

D. APPLY DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS WHERE CONDITIONS ARE SIMILAR TO THOSE INDICATED ON DETAILS, TITLES, OR NOTES.

E. ONLY USE DIMENSIONS INDICATED ON THE DRAWINGS. DO NOT SCALE DRAWINGS.

F. THE CONTRACTOR SHALL VERIFY ALL OPENING SIZES AND LOCATIONS WITH OTHER DISCIPLINES. THE DRAWINGS DO NOT SHOW ALL OPENINGS REQUIRED. ADDITIONAL OPENINGS, BLOCKOUTS, AND SLEEVES MAY BE REQUIRED BY OTHER DISCIPLINES AND SHALL BE CONSTRUCTED USING THE TYPICAL DETAILS AND/OR THE CRITERIA INDICATED ON THE DRAWINGS. OPENINGS REQUIRED BUT NOT SHOWN ON THE STRUCTURAL DRAWINGS MUST BE APPROVED BY THE STRUCTURAL ENGINEER.

G. REFER TO ARCHITECTURAL, CIVIL, AND, MEP CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION RELATING TO THE COORDINATION OF STRUCTURAL COMPONENTS INCLUDING, BUT NOT LIMITED TO:
   a. CIVIL:
      1. SITING OF BUILDING GRID LINES WITH RESPECT TO CITY BENCHMARKS
      2. SITE PREPARATION
      3. BACKFILLING MATERIALS AND REQUIREMENTS
      4. PAVING AND SITE ELEMENTS OUTSIDE OF BUILDING ENVELOPE
      5. NEW AND EXISTING SITE UTILITIES
   b. ARCHITECTURAL:
      1. PLAN DIMENSIONS AND PROJECT DATUM
      2. SLAB EDGE DIMENSIONS
      3. FINISH ELEVATION
      4. WATERPROOFING AND DAMP-PROOFING DETAILS
      5. RAMP GEOMETRY, PITS, SLAB SLOPES, AND DEPRESSIONS
      6. EMBEDMENTS, INSERTS, BLOCKOUTS, ETC.
      7. EXACT OPENING SIZES FOR PIPES, DUCT, ETC.
      8. CONCRETE FINISHES AND TOPPING SLABS
      9. CONCRETE CURBS AND HOUSEKEEPING PADS
      10. INTERIOR NON-STRUCTURAL MASONRY PARTITIONS
      11. FIRE RATINGS
   c. MEP:
      1. PIPE AND DUCT SIZES FOR OPENINGS AND SLEEVE COORDINATION
      2. FLOOR DRAINS
      3. UNDERFLOOR AND PERIMETER DRAINAGE SYSTEMS
      4. EQUIPMENT CURBS
      5. CONDUITS AND EMBEDMENTS IN WALLS AND SLABS

H. STRUCTURAL COMPONENTS ARE NOT DESIGNED FOR VIBRATING EQUIPMENT. MOUNT VIBRATING EQUIPMENT ON VIBRATING ISOLATORS.

CODES

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

A. INTERNATIONAL BUILDING CODE (IBC) 2018

B. AMERICAN CONCRETE INSTITUTE (ACI) ACI 318-14 AND OTHER APPLICABLE ACI STANDARDS

C. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) STEEL CONSTRUCTION MANUAL - SIXTEENTH EDITION

D. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) - STANDARD 7-16

E. AMERICAN WELDING SOCIETY (AWS)

F. CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

G. NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

H. STEEL DECK INSTITUTE (SDI)

I. STEEL JOIST INSTITUTE (SJI)

J. ASTM SPECIFICATIONS

K. AMERICAN IRON AND STEEL INSTITUTE (AISI)

MATERIAL PROPERTIES

STEEL

WIDE FLANGE MEMBERS	ASTM A992 - GRADE 50
STEEL TUBE	ASTM A500 GRADE B - 46 KSI
MISC STEEL	ASTM A36 - 36 KSI
CONCRETE	
SLABS & FOOTINGS	3000 PSI
MASONRY	
MINIMUM PRISM STRENGTH	1800 PSI
REINFORCING	
TYPICAL	ASTM A-615 - GRADE 60
LOW ALLOY/WELDABLE	ASTM A-706 - GRADE 60
ANCHOR RODS	ASTM F-1554 - GRADE 36 UNO
BOLTS	ASTM A325 (3/4" DIAMETER MINIMUM)
WELD	
STRUCTURAL STEEL	E70XX
LIGHT GAUGE METALS	E60XX

DESIGN LOADS

A. ALL APPLICABLE DEAD LOADS

B. LIVE LOADS:
   ROOF LIVE LOAD: 20 PSF

D. SNOW LOAD PER ASCE 7-10
   GROUND SNOW LOAD, P_g: 5 PSF

F. WIND LOAD PER ASCE 7-10
   BASIC WIND SPEED: 105 MPH
   EXPOSURE: C
   CATEGORY: II

G. SEISMIC LOADS: PER IBC 2012
   BUILDING CATEGORY: II
   SEISMIC IMPORTANCE FACTOR, I_E: 1.0
   MAPPED SPECTRAL RESPONSE ACCELERATION, S_S: 0.117g
   MAPPED SPECTRAL RESPONSE ACCELERATION, S_1: 0.032g
   SITE CLASS: D
   SPECTRAL RESPONSE COEFFICIENT, S_{DS}: 0.124
   SPECTRAL RESPONSE COEFFICIENT, S_{D1}: 0.052
   SEISMIC DESIGN CATEGORY: A
   BASIC SEISMIC FORCE RESISTING SYSTEM: A.9
   DESIGN BASE SHEAR, V: 0.01W
   SEISMIC RESPONSE COEFFICIENT, C: 0.01
   RESPONSE MODIFICATION FACTOR, R: 2
   ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE

H. DISTRIBUTE THE MAXIMUM LOAD HUNG FROM ANY STRUCTURAL MEMBER FOR MEP DUCTWORK, PIPING, ETC. OVER THE MEMBERS TRIBUTARY AREA IN A WAY THAT THE DESIGN SUPERIMPOSED DEAD LOADS LISTED IN CONTRACT DOCUMENTS ARE NOT EXCEEDED. HANGING ITEMS FROM DECK IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL COORDINATE THE LOADS OF ALL TRADES AND PROVIDE ADDITIONAL SUPPORT OR DISTRIBUTION FRAMING AS REQUIRED TO ACHIEVE THE ALLOWABLE LOAD DISTRIBUTION.

FOUNDATIONS

A. ALL FOOTINGS ARE DESIGNED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 3,500 POUNDS PER SQUARE FOOT AT A MINIMUM DEPTH OF 2'-6" BELOW FINISHED FLOOR ELEVATION.

B. PLACE 3 INCH GRANULAR FILL UNDER VAPOR BARRIER UNDER ALL UNSUPPORTED FLOOR SLABS ON FILL, EXCEPT AS OTHERWISE NOTED.

C. ALL EXTERIOR GRADE BEAMS SHALL BE CHAMFERED 3/4 INCH ON THE EXPOSED EXTERIOR CORNER.

SITE PLANNING AND FILL NOTES

A. PROPER CONSTRUCTION DRAINAGE SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING FOUNDATION CONSTRUCTION. PONDING OF WATER AT THE SITE SHOULD BE AVOIDED DURING ALL PHASES OF CONSTRUCTION.

B. SCARIFY SITE TO MINIMUM DEPTH OF 6 INCHES TO REMOVE ALL EXISTING VEGETATION. REMOVAL SHALL EXTEND 5 FOOT BEYOND BUILDING AREAS AND 2 FOOT BEYOND PAVING AREAS.

C. SCARIFY AND RECOMPACT TOP 6 INCHES OF SUBGRADE TO MINIMUM OF 95 PERCENT OF ASTM D698 OR ASTM D1557 MAXIMUM DENSITY. REMOVE AND REPLACE WEAK OR SOFT AREAS WITH GRANULAR FILL OR BASE MATERIALS.

D. BUILDING PAD SHALL BE RAISED TO PROPER ELEVATION USING SATISFACTORY SOILS COMPACTED IN 8 INCH MAXIMUM LOOSE LIFTS TO 95 PERCENT OF ASTM D698 MAXIMUM DENSITY, OR AS PRESCRIBED BY THE GEOTECHNICAL ENGINEER. MOISTURE SHALL BE CONTROLLED TO WITHIN 2 PERCENT OF OPTIMUM PER D698 DURING COMPACTION OPERATIONS.

E. FOOTINGS MAY BE BACK FILLED USING SATISFACTORY SOILS AS SPECIFIED, COMPACTED IN 6 INCH MAXIMUM LOOSE LIFTS TO 95 PERCENT OF MAXIMUM DENSITY PER ASTM D698.

F. UTILITY TRENCHES WITHIN BUILDING OR PAVING AREAS SHALL BE FILLED PER THE ABOVE CRITERIA.

G. TREE STUMPS, IF ENCOUNTERED, SHOULD BE COMPLETELY REMOVED AND BACK FILLED PER THE ABOVE CRITERIA.

CONCRETE

A. ALL EXTERIOR CONCRETE, INCLUDING WALKS AND CURBS OUTSIDE THE BUILDING LINE, SHALL BE AIR ENTRAINED.

B. PROVIDE STANDARD BAR CHAIRS AND SPACERS FOR REINFORCING AT A MAXIMUM OF 4 FOOT CENTERS FOR ALL SLABS AND BEAMS.

C. LAP CONTINUOUS UNSCHEDULED REINFORCING BARS AS FOLLOWS: BOTTOM BARS IN MEMBERS SUPPORTED BY COLUMNS OR FOOTINGS - 12 INCH AT SUPPORTS ONLY; ALL OTHERS - (36) BAR DIAMETERS MINIMUM.

D. ALL HORIZONTAL REINFORCING IN CONTINUOUS FOOTINGS AND WALLS SHALL BE CONTINUOUS AROUND CORNERS OR HAVE CORNER BARS OF THE SAME SIZE AND SPACING AS THE HORIZONTAL BARS AND LAP A MINIMUM OF (30) BAR DIAMETERS, OR 24 INCH MINIMUM.

E. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE BEAM, FOOTING, OR SLAB POURS. ALL CONSTRUCTION JOINTS SHALL BE MADE WITHIN THE CENTER THIRD OF SPANS WITH VERTICAL BULKHEADS. THE LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.

F. WHERE CONCRETE PILASTERS, COLUMNS, OR BEAMS ARE TO BE LEFT EXPOSED AND DO NOT ABUT OTHER MATERIALS, EXTERNAL CORNERS SHALL BE CHAMFERED 3/4 INCH.

G. WHERE SLEEVES ARE REQUIRED THROUGH BEAMS OR JOISTS, VERTICAL OR HORIZONTAL PIPE SLEEVES SHALL BE PROVIDED AS SPECIFIED UNDER THE MECHANICAL AND ELECTRICAL SECTIONS OF THE SPECIFICATION. LOCATION OF ALL SUCH SLEEVES SHALL BE APPROVED BY THE STRUCTURAL ENGINEER. WHERE NECESSARY FOR STRUCTURAL REASONS, BEAMS OR JOISTS SHALL BE WIDENED TO COMPENSATE FOR THE LOSS OF CROSS SECTION DUE TO THE SLEEVE. ADD ONE EXTRA TIE OR STIRRUP ON BOTH SIDES OF EACH SLEEVE. WHERE TWO OR MORE PIPE SLEEVES ARE REQUIRED THROUGH CONCRETE SLABS, A DISTANCE EQUAL TO THREE TIMES THE LARGER SLEEVE DIAMETER SHALL BE PROVIDED BETWEEN SLEEVES.

FLOOR SLABS

A. SLABS ON GRADE SHALL BE WET CURED FOR 7 DAYS AFTER CONCRETE PLACEMENT. WET CURING SHALL BEGIN IMMEDIATELY AFTER FINAL FINISHING OF SLAB SURFACE AND SHALL CONSIST OF CONTINUOUS MISTING BY SPRINKLER OR WET BURLAP. CONTRACTOR SHALL APPLY APPROVED CURING COMPOUND.

B. FLOOR SLAB ISOLATION JOINTS SHALL BE 30 POUND FELT, UNLESS NOTED OTHERWISE.

C. CONCRETE FLOOR SLAB ON GRADE SHALL BE PLACED IN LANES. SPACING OF JOINTS SHALL BE AS SHOWN ON THE FOUNDATION PLANS. CONSTRUCTION JOINTS SHALL BE USED FOR THE JOINTS BETWEEN LANES. WHILE WEAKENED PLANE JOINTS SHALL BE USED ACROSS EACH LANE.

D. CONSTRUCTION AND CONTRACTION JOINTS SHALL BE LOCATED AS INDICATED ON THE PLAN. WHERE CONTRACTION JOINTS ARE INDICATED, SAW CUTTING SHALL BEGIN AS SOON AS POSSIBLE WITHOUT DAMAGING THE SLAB.

STRUCTURAL STEEL

A. STRUCTURAL STEEL DETAILS AND CONNECTIONS SHALL CONFORM TO THE STANDARDS OF THE AISC.

B. MODIFYING OR SPLICING OF STRUCTURAL STEEL MEMBERS IS PROHIBITED WITHOUT PRIOR APPROVAL OF THE ENGINEER AS TO LOCATION AND TYPE OF MODIFICATION OR SPLICE TO BE MADE. ANY MEMBER HAVING A MODIFICATION OR SPLICE NOT SHOWN AND DETAILED ON SHOP DRAWINGS WILL BE REJECTED.

C. ALL WELDING SHALL CONFORM TO THE AMERICAN WELDING SOCIETY CODE AND SHALL BE DONE BY CERTIFIED WELDERS.

D. WELD ALL CAP PLATES AND BASE PLATES TO COLUMNS WITH CONTINUOUS 1/4 INCH FILLET WELDS UNLESS NOTED OTHERWISE.

E. INCLUDE AN ALLOWANCE OF 1 TON OF STRUCTURAL STEEL TO BE USED AS DIRECTED IN THE FIELD FOR SPECIAL CONDITIONS NOT COVERED BY NOTE OR DRAWING (LABOR FOR ERECTING SAME TO BE INCLUDED).

STEEL JOISTS

A. K SERIES STEEL JOISTS BEARING ON STEEL BEAMS, CONCRETE OR MASONRY SHALL BE SECURED WITH A MINIMUM OF (2) 3 INCH LONG, 1/8 INCH FILLET WELDS ON EACH SIDE.

B. PROVIDE FLAT BEARING FOR ALL JOISTS.

C. PROVIDE CAMBER IN ALL JOISTS IN ACCORDANCE WITH SJI SPECIFICATIONS.

D. FOR POINT LOADS ATTACHING TO NON PANEL POINTS OF CHORDS, REFER TO TYPICAL POINT LOAD ON JOIST DETAIL.

E. JOISTS SHALL BE DESIGNED FOR A NET UPLIFT OF 28 POUNDS PER SQUARE FOOT.

REINFORCEMENT AND MISC STEEL

A. UNLESS OTHERWISE NOTED, CONCRETE COVER OVER STEEL REINFORCEMENT SHALL CONFORM TO THE MINIMUMS REQUIRED BY THE AFOREMENTIONED EDITION OF ACI 318.

B. REINFORCEMENT DETAILING AND PLACEMENT SHALL CONFORM TO ACI 318 AND ACI 315, EXCEPT WHERE OTHERWISE INDICATED.

C. SUBSTITUTION OF EXPANSION ANCHORS FOR EMBEDDED ANCHORS SHOWN ON THE DRAWINGS WILL NOT BE PERMITTED.

D. ALL REINFORCING STEEL, ANCHOR BOLTS, AND EMBEDDED ANCHORS SHALL BE SECURELY SET IN PLACE PRIOR TO PLACEMENT OF CONCRETE.

STEEL DECK

A. ROOF DECK
   a. PROFILE 1.5B
   b. GAUGE: 20

B. FASTEN DECK TO SUPPORTING MEMBERS AS SHOWN IN TYPICAL STEEL DECK ATTACHMENT PATTERN DETAIL.

C. SUSPENDED CEILING, LIGHTS, DUCTWORK, OR OTHER UTILITIES MAY NOT BE SUPPORTED BY THE STEEL DECK.

D. DECK CONNECTIONS TO SUPPORTING STEEL SHALL BE MADE AS FOLLOWS:
   a. WELDING REQUIREMENTS:
      1. SUPPORT AND PARALLEL EDGE CONNECTIONS SHALL BE 5/8 INCH DIAMETER PUDDLE WELDS.

E. SIDELAP CONNECTIONS SHALL BE AS FOLLOWS:
   a. WELDED SUPPORTS:
      1. NUMBER 10 HEX HEAD SCREWS.

POST-INSTALLED ANCHORS

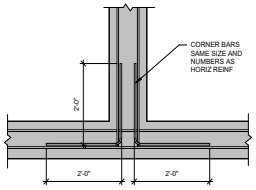
EXCEPT WHERE INDICATED ON THE DRAWINGS, POST-INSTALLED ANCHORS SHALL CONSIST OF THE FOLLOWING ANCHOR TYPES, AS PROVIDED BY HILTI, INC. OR APPROVED EQUAL. CONTACT HILTI AT (800) 879-8000 FOR PRODUCT RELATED QUESTIONS.

A. ANCHORS TO CONCRETE
   a. ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE:
      1. HILTI HIT-HY 200 SAFE SET SYSTEM WITH HILTI HIT-Z ROD PER ICC ESR-3187
      2. HILTI HIT-HY 200 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 20/40 VACUUM (VC 120-U OR VC 150-U) SYSTEM WITH HAS-E-55 THREADED ROD PER ICC ESR-3187
      3. HILTI HIT-HY 200 SAFE SET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC ESR-3187 FOR DIAMOND CORED HOLES.
      4. HILTI HIT-RE-500-V3 SAFESET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 20/40 VACUUM (VC 20-U OR VC 40-U) WITH HAS-E-55 THREADED ROD PER ICC ESR-3814 FOR SLOW CURE APPLICATIONS.
      5. HILTI HIT-RE 500-V3 SAFESET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC ESR-3814 FOR DIAMOND CURED HOLES.
   b. MEDIUM DUTY MECHANICAL ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE:
      1. HILTI KWIK HUS EZ AND KWIK HUS EZ-I SCREW ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM PER ICC ESR-3027
      2. HILTI KWIK BOLT-TZ EXPANSION ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI-AT-A22 WITH ADAPTIVE TORQUE PER ICC ESR-1917
      3. HILTI KWIK BOLT 3 EXPANSION ANCHOR SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI-AT-A22 WITH ADAPTIVE TORQUE (UNCRACKED CONCRETE ONLY) PER ICC ESR-2302
   c. HEAVY DUTY MECHANICAL ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE:
      1. HILTI KWIK HUS EZ AND KWIK HUS EZ-I SCREW ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM PER ICC ESR-3027
      2. HILTI KWIK BOLT-TZ EXPANSION ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI-AT-A22 WITH ADAPTIVE TORQUE PER ICC ESR-1917
      3. HILTI KWIK BOLT 3 EXPANSION ANCHOR SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI-AT-A22 WITH ADAPTIVE TORQUE (UNCRACKED CONCRETE ONLY) PER ICC ESR-2302
   c. HEAVY DUTY MECHANICAL ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE:
      1. HILTI HDA UNDERCUT ANCHORS PER ICC ESR 1546.
      2. HILTI HSL-3 EXPANSION ANCHORS PER ICC ESR 1545

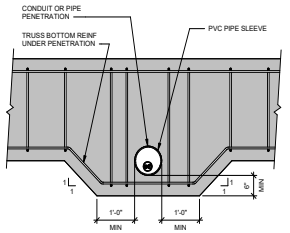
B. REBAR DOWELING INTO CONCRETE
   a. ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE:
      1. HILTI HIT-HY 200 SAFE SET SYSTEM WITH HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 20/40 VACUUM (VC 120-U OR VC 150-U) SYSTEM WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3187
      2. HILTI HIT-HY 200 SAFESET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC ESR-3187 FOR DIAMOND CORED HOLES.
      3. HILTI HIT-RE-500-V3 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 20/40 VACUUM (VC 20-U OR VC 40-U) SYSTEM WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3814.
      4. HILTI HIT-RE 500-V3 SAFE SET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3814 IN DIAMOND CORED HOLES.

C. ANCHORAGE TO SOLID GROUTED MASONRY
   a. ADHESIVE ANCHORS USE:
      1. HILTI HIT-HY 270 MASONRY ADHESIVE ANCHORING SYSTEM (ICC ESR-4143).
      2. STEEL ANCHOR ELEMENT SHALL BE HILTI HAS-E CONTINUOUSLY THREADED ROD (OR EQUAL) OR CONTINUOUSLY DEFORMED STEEL REBAR.
   b. MECHANICAL ANCHORS USE:
      1. HILTI KWIK BOLT 3 EXPANSION ANCHORS PER ICC ESR-1385.

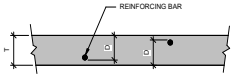
D. ANCHORAGE TO HOLLOW/MULTI-WYTHE MASONRY
   a. ADHESIVE ANCHORS USE:
      1. HILTI HIT-HY 270 MASONRY ADHESIVE ANCHORING SYSTEM PER ICC ESR-4144.
      2. STEEL ANCHOR ELEMENT SHALL BE HILTI HAS-E CONTINUOUSLY THREADED ROD



E4 TYPICAL INTERSECTION BAR
NTS



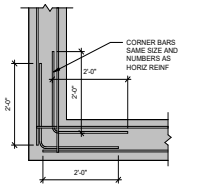
E5 TYPICAL PIPE PENETRATION
NTS



UNLESS OTHERWISE NOTED, REINFORCING SHALL BE PLACED AS SHOWN ON THE DRAWINGS WITHIN THE FOLLOWING TOLERANCE:

DEPTH, D, IN SLABS, JOISTS, BEAMS, WALLS, COLUMNS AND SIMILAR ELEMENTS WHERE D IS 24" OR LESS ..... ±1/4"
WHERE D IS MORE THAN 24" ..... ±1/2"
LONGITUDINAL LOCATION OF BENDS AND ENDS OF BARS ..... ±2"
EXCEPT THAT SPECIFIED CONCRETE COVER AT ENDS OF MEMBERS SHALL NOT BE REDUCED.
FABRICATED DIMENSIONS OF TIES, STIRRUPS AND SPIRALS ..... 0"-1/4"
OFFSET DIMENSIONS IN BENT BARS ..... 0"-1/2"
DIMENSION FROM FACE OF SUPPORT TO LOCATION OF A TIE OR STIRRUP ..... ±1"

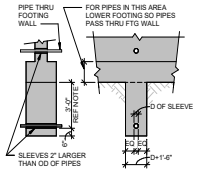
E6 TOLERANCES FOR PLACING AND FABRICATION OF REINF BARS
NTS



D4 TYPICAL CORNER BAR
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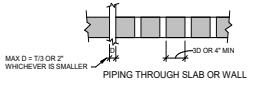


D5 TYPICAL REBAR PLACEMENT
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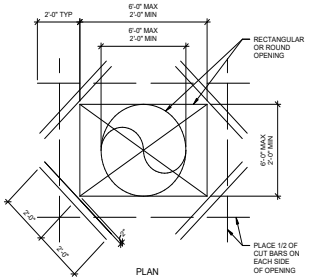
NOTE:
FOR PIPES 3 FOOT OR LESS BELOW FOOTING, PROVIDE SLEEVE AND CONCRETE AS SHOWN. MORE THAN 3 FOOT COMPACT FILL OVER PIPE TO 95 PERCENT AS APPROVED BY SOILS ENGINEER, OR USE STEPPED FOOTING BELOW PIPE.

D6 EXCAVATIONS
NTS

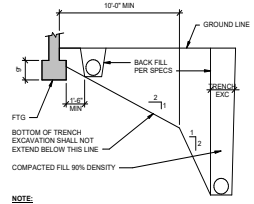


NOTE:
WHERE CLEAR DISTANCE BETWEEN SLEEVES IS IMPOSSIBLE, THIS AREA SHALL BE TREATED AS A SLAB OPENING PER TYPICAL DETAIL "OPENING IN SLAB ON GRADE".

C4 PIPING AND CONDUIT IN OR THROUGH SLAB OR WALL
NTS

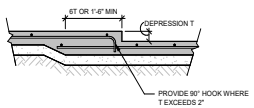


C5 OPENING IN SLAB ON GRADE
NTS



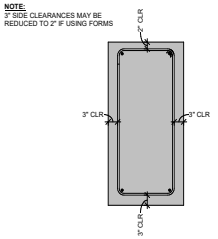
NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING, SHEATHING OR OTHERWISE MAINTAINING THE SIDES OF THE EXCAVATION FROM CAVE-INS UNTIL ALL BACK FILL IS COMPLETED PER SPECIFICATIONS.

C6 EXCAVATIONS
NTS

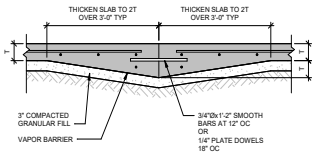


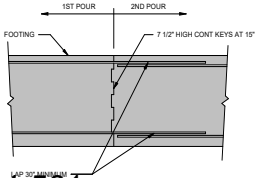
B4 DEPRESSED SLAB
NTS

NOTE:
3" SIDE CLEARANCES MAY BE REDUCED TO 2" IF USING FORMS



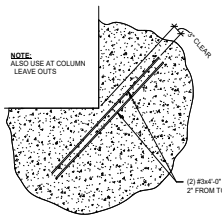
B5 TYPICAL FOOTING COVER
NTS





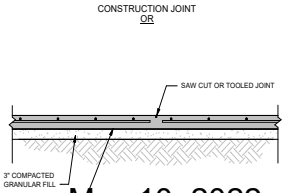
NOTE:
TOLERANCES FOR CONCRETE COVER AND THE FABRICATION AND PLACEMENT OF REINFORCEMENT SHALL CONFORM TO ACI 117.

A4 CONTINUOUS FOOTING CONSTRUCTION JOINT
NTS



NOTE:
ALSO USE AT COLUMN LEAVE OUTS

A5 DETAIL AT RE-ENTRANT CORNER
NTS



REFER TO GENERAL NOTES FOR MORE INFO

A6 TYPICAL CONSTRUCTION JOINTS
NTS

LENGTH OF LAPPED SPLICES FOR REINF (IN)

f'c (PSI)	BEAMS AND COLUMNS			WALLS AND SLABS		
	BAR SIZE	** TOP BARS	OTHERS	** TOP BARS	OTHERS	BAR SIZE
3000	3	28	22	42	33	3
	4	38	29	56	43	4
	5	47	36	70	54	5
	6	56	43	84	65	6
	7	81	63	122	94	7
	8	93	72	139	107	8
	9	105	81	157	121	9
	10	116	90	174	134	10
	11	128	98	191	147	11
4000	3	25	19	37	28	3
	4	33	25	49	37	4
	5	41	31	61	47	5
	6	49	37	73	56	6
	7	71	54	106	81	7
	8	81	62	121	93	8
	9	91	70	136	105	9
	10	101	78	151	116	10
	11	111	85	166	128	11

* USE THIS SCHEDULE UNLESS NOTED OTHERWISE ON THE DRAWINGS

** TOP BARS ARE HORIZONTAL BARS SO PLACED THAT MORE THAN 12" OF CONCRETE IS CAST IN THE MEMBER BELOW THE BAR. HORIZONTAL BARS IN WALLS ARE TO BE PROVIDED WITH LAP LENGTHS AS REQUIRED FOR TOP BARS. VERTICAL BARS MAY BE CONSIDERED AS OTHER BARS

CONCRETE COVER FOR REINF

LOCATION	MIN COVER
UNFORMED SURFACE ADJACENT TO EXCAVATION	3"
SURFACES INSIDE OF OZONE CONTACTORS EXPOSED TO OZONE IN WATER OR AIR	3"
FORMED OR TOP SURFACES EXPOSED TO WEATHER OR SATURATED AIR, SUBMERGED OR IN CONTACT WITH EARTH, INCLUDING STIRRUPS, TIES OR SPIRALS	2"
OTHER LOCATIONS:	
BARS IN BEAMS OR GIRDERS, INCLUDING STIRRUPS AND COLUMN SPIRALS OR TIES	1 1/2"
SLABS, WALLS AND JOISTS	
#6 AND LARGER	1 1/2"
#5 AND SMALLER	1"

PACKET 11561 May 10, 2022

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PARKHILL SMITH & COOPER, INC. F-560

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

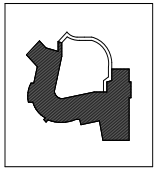
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

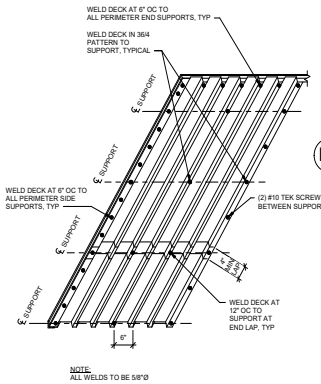


#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

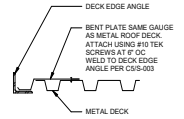
Typical Foundation Details

S-002

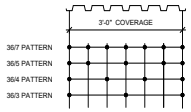
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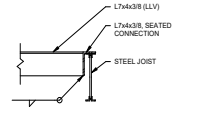
C5 STEEL DECK ATTACHMENT PATTERN
NTS



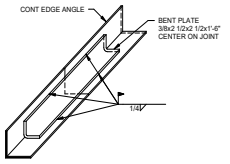
D6 DECK EDGE ADAPTER PLATE
NTS



C6 TYPICAL WELD PATTERNS
NTS

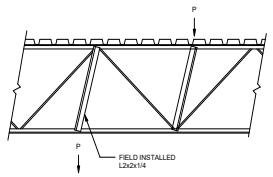


SECTION "A"
NTS

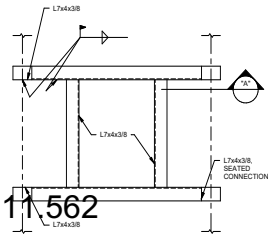


B5 TYPICAL DECK EDGE ANGLE SPLICE
NTS

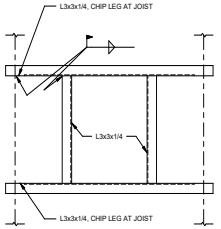
NOTE:
ADDITIONAL BRACING NOT REQUIRED IF THE SUM OF THE CONCENTRATED LOADS WITHIN A CHORD PANEL DOES NOT EXCEED 100 POUNDS AND THE ATTACHMENTS ARE CONCENTRIC TO THE CHORD.



B6 POINT LOAD ON JOIST
NTS



A4 ROOF EQUIPMENT FRAME
NTS



A5 ROOF DECK OPENING FRAME
NTS

PACKET 11.562 May 10, 2022

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MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

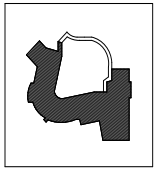
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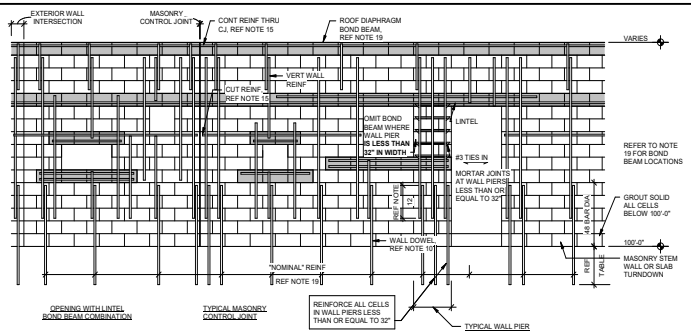


#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Typical Framing Details

S-003

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E3 TYPICAL WALL REINFORCING
NTS

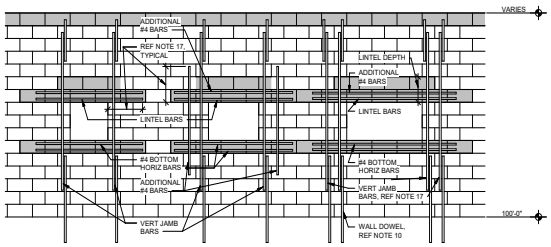
CONCRETE REINFORCING STEEL DEVELOPMENT LENGTH AT CMU WALLS

BAR SIZE	DEVELOPMENT/LAP LENGTH (ld), INCHES
4	22
5	28
6	33
7	39
8	44
9	50

NOTE:
1. THIS TABLE SHALL BE APPLIED TO REINFORCING STEEL EMBEDED IN NORMAL WEIGHT CONCRETE AS DOWELS FOR CMU WALLS.
2. PROVIDE STANDARD HOOKS AS NECESSARY TO FIT BARS IN FOUNDATIONS.

REINFORCED HOLLOW CONCRETE MASONRY

1. CMU CONSTRUCTION SHALL CONFORM TO ACI 530-05, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES," AND TO ACI 530.1-05, "SPECIFICATION FOR MASONRY STRUCTURES."
2. ALL CMU SHALL BE 2-CELL, NORMAL WEIGHT BLOCK CONFORMING TO ASTM C 90, AND SHALL HAVE A SPECIFIED COMPRESSIVE STRENGTH OF 1,900 POUNDS PER SQUARE INCH ON THE NET AREA AT 28 DAYS (f'm = 1,500 POUNDS PER SQUARE INCH).
3. PROVIDE TYPE S MORTAR FOR LOAD-BEARING WALLS. MINIMUM MORTAR COMPRESSIVE STRENGTH SHALL BE 1,800 POUNDS PER SQUARE INCH AT 28 DAYS.
4. CELLS WHICH CONTAIN REINFORCING STEEL SHALL BE FILLED SOLIDLY WITH FINE GROUT CONFORMING TO ASTM C 476. MINIMUM GROUT COMPRESSIVE STRENGTH SHALL BE 2,000 POUNDS PER SQUARE INCH. GROUTED LOCATIONS SHALL INCLUDE BOND BEAMS, LINTELS, PILASTERS, AND VERTICAL REINFORCING LOCATIONS.
5. VERTICAL CELLS TO BE FILLED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR UNOBSTRUCTED CONTINUOUS VERTICAL CELL NOT LESS THAN 2 INCH x 3 INCH IN PLAN DIMENSIONS.
6. GROUT POURS SHALL NOT EXCEED 5 FOOT IN HEIGHT, UNLESS CLEANOUTS ARE PROVIDED IN THE BOTTOM OF THE GROUT SPACES.
7. BETWEEN GROUT POURS, A HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING ALL WYTHES AT THE SAME ELEVATION AND WITH THE GROUT STOPPING A MINIMUM OF 1 1/2 INCHES BELOW THE TOP OF THE MASONRY.
8. VERTICAL WALL REINFORCING SHALL EXTEND CONTINUOUSLY FROM THE TOP OF FOUNDATION TO EXTEND AT LEAST 6 INCHES INTO ROOF DIAPHRAGM BOND BEAM OR PARAPET BOND BEAM.
9. PROVIDE BAR POSITIONERS AT A MAXIMUM DISTANCE OF 4 FOOT ALONG VERTICAL REINFORCING.
10. FOUNDATION AND WALL DOWELS SHALL EXTEND A MINIMUM OF 30 DIAMETERS INTO THE FOUNDATION OR UNDERLYING SUPPORT AND 48 DIAMETERS INTO THE MASONRY WALL, PARTITION, OR PILASTER. THERE SHALL BE FOUNDATION OR WALL DOWEL OF THE SAME SIZE AS EACH VERTICAL REINFORCING BAR, EXCEPT AS NOTES FOR JAMB BARS IN NOTE 17. PROVIDE 90 DEGREE STANDARD HOOK WHERE SUFFICIENT EMBED DEPTH IS NOT AVAILABLE.
11. AN ADDITIONAL VERTICAL BAR WITH FOUNDATION DOWEL, SAME SIZE AS THE NORMAL REINFORCING BAR, SHALL BE PLACED:
    A. ON EACH SIDE OF MASONRY CONTROL JOINTS.
    B. AT CORNERS AND INTERSECTIONS OF EXTERIOR WALLS.
    C. AT INTERSECTION OF INTERIOR WALLS WITH EXTERIOR WALLS.
12. LAP SPLICES OF REINFORCING STEEL IN MASONRY WALLS SHALL BE OF THE LENGTH INDICATED IN THE TABLE, "CMU REINFORCING STEEL DEVELOPMENT AND LAP LENGTH". MECHANICAL SPLICES MAY BE PERMITTED, SUBJECT TO APPROVAL BY ENGINEER.
13. ALL INTERIOR WALLS SHALL HAVE INTERMEDIATE BOND BEAMS LOCATED AT THE SAME LEVELS AS THE EXTERIOR WALL BOND BEAMS.
14. WHERE KNOCKOUT BLOCKS ARE USED FOR BOND BEAMS OR GROUTED COURSES, PROVIDE A CONTINUOUS GROUT SCREEN UNDER THE KNOCKOUT BLOCKS. DISCONTINUE THE GROUT SCREEN AT VERTICALLY REINFORCED CELLS.
15. BOND BEAM REINFORCING FOR INTERIOR AND EXTERIOR WALLS SHALL BE CONTINUOUS THROUGHOUT, EXCEPT AT MASONRY CONTROL AND ISOLATION JOINTS
    A. AT MASONRY CONTROL JOINTS INTERMEDIATE BOND BEAM REINFORCING SHALL BE DISCONTINUOUS. REINFORCEMENT IN BOND BEAMS AT ROOF AND FLOOR DIAPHRAGM LEVELS SHALL BE CONTINUOUS.
    B. AT ISOLATION JOINTS ALL BOND BEAM REINFORCING STEEL SHALL BE DISCONTINUOUS.
16. LOCATION AND DETAILS OF MASONRY CONTROL JOINTS AND ISOLATION WALL JOINTS SHALL BE AS INDICATED HEREIN. IF MASONRY CONTROL JOINTS ARE NOT SPECIFICALLY LOCATED ON THESE DRAWINGS, LOCATE JOINTS AT A MAXIMUM SPACING OF 25 FOOT IN NO CASE SHALL A MASONRY CONTROL JOINT BE LOCATED WITHIN 24 INCHES OF A WALL OPENING.
17. BARS AROUND PERIMETER OF OPENINGS - EXCEPT FOR LINTEL BARS - SHALL EXTEND NOT LESS THAN (48) BAR DIAMETERS OR 24 INCHES, WHICHEVER IS GREATER, BEYOND CORNER OF OPENING. VERTICAL JAMB BARS WILL BE OF THE SAME SIZE AS NORMAL VERTICAL REINFORCING. WALL DOWELS ARE ONLY REQUIRED WHEN BAR DEVELOPMENT LENGTH (48) BAR DIAMETERS OR 24 INCHES DOES NOT EXIST BELOW THE OPENING.
18. LINTEL BARS SHALL EXTEND BEYOND CORNER OF OPENINGS A MINIMUM DISTANCE OF 1d AS INDICATED IN THE TABLE, "CMU REINFORCING STEEL DEVELOPMENT AND LAP LENGTH". ALTERNATELY, A STANDARD 90 DEGREE HOOK OR MECHANICAL ANCHOR MAY BE PROVIDED AT EACH END OF EACH LINTEL BAR, AND THE BAR SHALL EXTEND A MINIMUM OF 24 INCHES BEYOND THE CORNER OF THE OPENING.
19. EXCEPT AS AND WHERE SPECIFICALLY NOTED OR INDICATED ON THE DRAWINGS, HORIZONTAL AND VERTICAL REINFORCING SHALL BE AS FOLLOWS:
    VERTICAL REINFORCING - #4 BARS AT 32 INCH CENTERS
    HORIZONTAL REINFORCING - REINFORCED BOND BEAM AT 7'-4", AND AT 6'-0" MAXIMUM VERTICAL SPACING THEREAFTER
    - LADDER JOINT REINFORCING AT 16 INCHES VERTICAL SPACING
    BOND BEAM REINFORCING - (2) #4xCONT FOR 8 INCH WALLS
    - (2) #5xCONT FOR 12 INCH WALLS

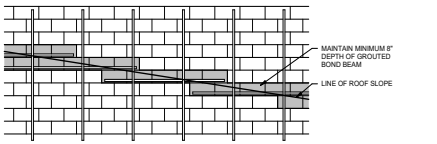


D3 REINFORCEMENT AROUND WALL OPENINGS
NTS

CMU REINFORCING STEEL DEVELOPMENT AND LAP LENGTH

	BAR SIZE	DEVELOPMENT/LAP LENGTH (ld), INCHES
VERTICAL AND BOND BEAM REINFORCING	4	24
	5	30
	6	36
	7	42
	8	48
	9	54

NOTE:
1. THIS TABLE SHALL BE APPLIED ONLY TO REINFORCING STEEL IN GROUTED CMU.
2. MAINTAIN BARS IN CORRECT POSITION RELATIVE TO THE DEPTH OF THE MEMBER.

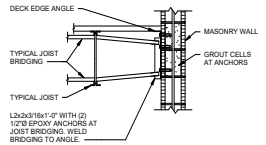


C3 TYPICAL WALL WITH STEPPED BOND BEAM
NTS

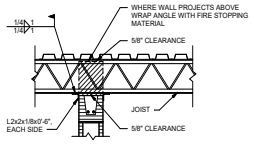
UNSCHEDULED MASONRY LINTEL TABLE

CLEAR OPENING	4" CMU/ FACE BRICK	8" CMU
UP TO 4'-0"	L3 1/2x3 1/2x1/4	8" DEEP LINTEL WITH (2) #4
UP TO 6'-0"	L3 1/2x3 1/2x1/4	8" DEEP LINTEL WITH (2) #4
UP TO 8'-0"	L4x3 1/2x5/16	#4 AT 24" 16" DEEP LINTEL WITH (2) #4
UP TO 10'-0"	L6x3 1/2x5/16	#4 AT 24" 16" DEEP LINTEL WITH (2) #4
UP TO 12'-0"	L6x3 1/2x5/16	#4 AT 24" 16" DEEP LINTEL WITH (2) #4

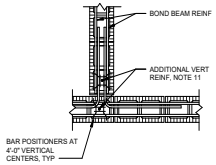
NOTE:
1. PROVIDE AT LEAST 8" OF BEARING AT EACH END OF OPENING
2. FOR UNSCHEDULED OPENINGS GREATER THAN 12'-0", CONSULT THE STRUCTURAL ENGINEER
3. PROVIDE 180° HOOKS AT EACH END OF LINTEL VERTICAL BARS.



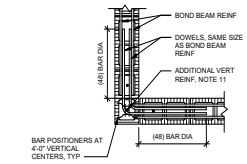
C6 TYPICAL JOIST BRIDGING ANCHORAGE AT MASONRY WALL
NTS



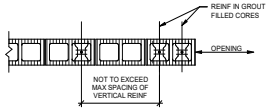
B3 INTERIOR CMU PARTITION AT STEEL JOIST
NTS



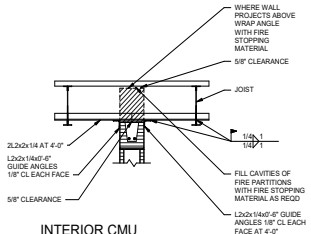
B4 BOND BEAM INTERSECTION DETAIL
NTS



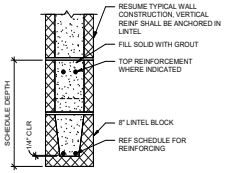
B5 BOND BEAM CORNER DETAILS
NTS



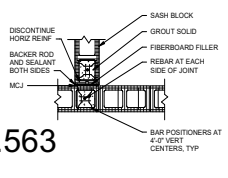
B6 TYPICAL MASONRY JAMB PLAN
NTS



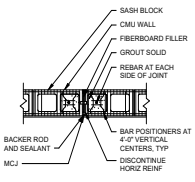
A2 INTERIOR CMU PARTITION AT STEEL JOIST
NTS

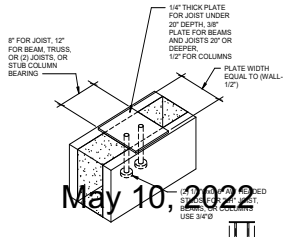


A3 TYPICAL CMU LINTEL
NTS



A4 CMU CONTROL JOINT (MCJ) DETAILS
NTS





A6 TYPICAL BEARING PLATE
NTS

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Scharbauer Sports Complex

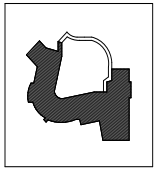
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Typical Masonry Details

S-004

VERIFICATION AND INSPECTION	C	P
1704.2.5 - FABRICATED ITEMS		
INSPECT FABRICATOR'S FABRICATION AND QUALITY CONTROL PROCEDURES FOR COMPLETENESS AND ADEQUACY, EXCEPT WHERE THE FABRICATOR HAS BEEN APPROVED TO PERFORM WORK WITHOUT SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1704.2.5.1.	---	---
1704.6 - STRUCTURAL OBSERVATIONS		
WHERE REQUIRED BY THE PROVISIONS OF SECTION 1704.6.1, 1704.6.2 OR 1704.6.3, THE OWNER SHALL EMPLOY A REGISTERED DESIGN PROFESSIONAL TO PERFORM STRUCTURAL OBSERVATIONS.	---	---
1704.6.1 - STRUCTURAL OBSERVATIONS FOR STRUCTURES		
SHALL BE PROVIDED WHERE ONE OR MORE OF THE FOLLOWING CONDITIONS EXIST:		
1. THE STRUCTURE IS CLASSIFIED AS RISK CATEGORY IV.		
2. THE STRUCTURE IS A HIGH-RISE BUILDING.		
3. SUCH OBSERVATION IS REQUIRED BY THE REGISTERED DESIGN PROFESSIONAL RESPONSIBLE FOR THE STRUCTURAL DESIGN.		
4. SUCH OBSERVATION IS SPECIFIED BY THE BUILDING OFFICIAL.		
1704.6.2 - STRUCTURAL OBSERVATIONS FOR SEISMIC RESISTANCE		
SHALL BE PROVIDED WHEN ASSIGNED TO SEISMIC DESIGN CATEGORY D, E OR F WHERE ONE OR MORE OF THE FOLLOWING CONDITIONS EXIST:		
1. THE STRUCTURE IS CLASSIFIED AS RISK CATEGORY III OR IV.		
2. THE STRUCTURE IS ASSIGNED TO SEISMIC DESIGN CATEGORY E, IS CLASSIFIED AS RISK CATEGORY I OR II, AND IS GREATER THAN TWO STORIES ABOVE THE GRADE PLANE.		
1704.6.3 - STRUCTURAL OBSERVATIONS FOR WIND RESISTANCE		
SHALL BE PROVIDED WHERE V IS 130 MILES PER HOUR OR GREATER AND THE STRUCTURE IS CLASSIFIED AS RISK CATEGORY III OR IV.		
1705.1 - GENERAL		
1705.1.1 - SPECIAL CASES		
AS REQUIRED BY BUILDING OFFICIAL		
1. CONSTRUCTION MATERIALS AND SYSTEMS THAT ARE ALTERNATIVES TO MATERIALS AND SYSTEMS PRESCRIBED BY THIS CODE.		
2. UNUSUAL DESIGN APPLICATIONS OF MATERIALS DESCRIBED IN THIS CODE.		
3. MATERIALS AND SYSTEMS REQUIRED TO BE INSTALLED IN ACCORDANCE WITH ADDITIONAL MANUFACTURER'S INSTRUCTIONS THAT PRESCRIBE REQUIREMENTS NOT CONTAINED IN THIS CODE OR IN STANDARDS REFERENCED BY THIS CODE.		
1705.2.1 - STRUCTURAL STEEL		
SHALL BE IN ACCORDANCE WITH THE QUALITY ASSURANCE INSPECTION REQUIREMENTS OF AISC 360.		
1705.2.2 - COLD-FORMED STEEL DECK		
SHALL BE IN ACCORDANCE WITH THE QUALITY ASSURANCE INSPECTION REQUIREMENTS OF SD1 QA/QC.		
TABLE 1705.2.3 - OPEN-WEB STEEL JOISTS AND JOIST GIRDERS		
1. INSTALLATION OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS.		
a. END CONNECTIONS – WELDING OR BOLTED.	---	X
b. BRIDGING – HORIZONTAL OR DIAGONAL.	---	
1) STANDARD BRIDGING.	---	X
2) BRIDGING THAT DIFFERS FROM THE SJI SPECIFICATIONS LISTED IN SECTION 2207.1.		X
TABLE 1705.3 - CONCRETE CONSTRUCTION		
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	---	X
2. REINFORCING BAR WELDING:		
a. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706.	---	X
b. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16 INCH.		X
c. INSPECT ALL OTHER WELDS.	X	
3. INSPECT ANCHORS CAST IN CONCRETE.	---	X
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.		
a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.	X	
b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.a.		X
5. VERIFYING USE OF REQUIRED DESIGN MIX.	---	X
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	---
7. INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	---
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	---	X
9. INSPECT PRESTRESSED CONCRETE FOR:		
a. APPLICATION OF PRESTRESSING FORCES.	X	---
b. GROUTING OF BONDED PRESTRESSING TENDONS.	X	---
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.	---	X
11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	---	X
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	---	X
1705.4 - MASONRY CONSTRUCTION		
SHALL BE IN ACCORDANCE WITH TMS 402/ACI 530/ASCE 5 AND TMS 602/ACI 530.1/ASCE 6 QUALITY ASSURANCE PROGRAM REQUIREMENTS.	---	---
1705.4.1 - EMPIRICALLY DESIGNED MASONRY, GLASS UNIT MASONRY AND MASONRY VENEER IN RISK CATEGORY IV		
1. SHALL BE DESIGNED IN ACCORDANCE WITH SECTION 2109, 2110 OR CHAPTER 14, RESPECTIVELY, WHERE THEY ARE PART OF A STRUCTURE CLASSIFIED AS RISK CATEGORY IV SHALL BE PERFORMED IN ACCORDANCE WITH TMS 402/ACI 530/ASCE 5, LEVEL B QUALITY ASSURANCE.	---	---
1705.4.2 - VERTICAL MASONRY FOUNDATION ELEMENTS		
1. INSPECTIONS AND TESTS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 1705.4.	---	---

VERIFICATION AND INSPECTION	C	P
1705.5 - WOOD CONSTRUCTION		
INSPECT FABRICATED WOOD STRUCTURAL ELEMENTS AND ASSEMBLIES IN ACCORDANCE WITH SECTION 1704.2.5.	---	---
1705.5.1 - HIGH-LOAD DIAPHRAGMS		
1. SHALL BE DESIGNED IN ACCORDANCE WITH SECTION 2306.2 AND SHALL BE INSTALLED AS INDICATED IN SECTION 1704.2	---	---
2. VERIFY GRADE AND THICKNESS.	---	---
3. VERIFY NOMINAL SIZE OF FRAMING MEMBERS AT ADJOINING PANEL EDGES.	---	---
4. VERIFY THE FOLLOWING AGRESS WITH APPROVED BUILDING PLANS:		
a. NAIL OR STAPLE DIAMETER LENGTH,		
b. NUMBER OF FASTENER LINES,		
c. SPACING BETWEEN FASTENERS IN EACH LINE AND AT EDGE MARGINS.		
1705.5.2 - METAL-PLATE-CONNECTED WOOD TRUSSES SPANNING 60 FEET OR GREATER		
1. VERIFY THAT THE TEMPORARY INSTALLATION RESTRAINT/BRACING AND THE PERMANENT/INDIVIDUAL TRUSS MEMBER RESTRAINT/BRACING ARE INSTALLED IN ACCORDANCE WITH THE APPROVED TRUSS SUBMITTAL PACKAGE.	---	---
TABLE 1705.6 - SOILS		
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	---	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	---	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	---	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	---
5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	---	X
TABLE 1705.7 - DRIVEN DEEP FOUNDATION		
1. VERIFY ELEMENT MATERIALS, SIZES AND LENGTHS COMPLY WITH THE REQUIREMENTS.	X	---
2. DETERMINE CAPACITIES OF TEST ELEMENTS AND CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED.	X	---
3. OBSERVE DRIVING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	X	---
4. VERIFY PLACEMENT LOCATIONS AND PLUMBNESS.	X	---
a. CONFIRM TYPE AND SIZE OF HAMMER.		
b. RECORD NUMBER OF BLOWS PER FOOT OF PENETRATION.		
c. DETERMINE REQUIRED PENETRATIONS TO ACHIEVE DESIGN CAPACITY.		
d. RECORD TIP AND BUTT ELEVATIONS AND DOCUMENT ANY DAMAGE TO FOUNDATION ELEMENT.		
5. FOR STEEL ELEMENTS, PERFORM ADDITIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.2.	---	---
6. FOR CONCRETE ELEMENTS AND CONCRETE-FILLED ELEMENTS, PERFORM ADDITIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	---	---
7. FOR SPECIALTY ELEMENTS, PERFORM ADDITIONAL INSPECTIONS AS DETERMINED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE.	---	---
TABLE 1705.8 - CAST-IN-PLACE DEEP FOUNDATION		
1. OBSERVE DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	X	---
2. VERIFY PLACEMENT LOCATIONS AND PLUMBNESS.	X	---
a. CONFIRM ELEMENT DIAMETERS.		
b. BELL DIAMETERS (IF APPLICABLE).		
c. LENGTHS.		
d. EMBEDMENT INTO BEDROCK (IF APPLICABLE)		
e. ADEQUATE END-BEARING STRATA CAPACITY.		
f. RECORD CONCRETE OR GROUT VOLUMES.		
3. FOR CONCRETE ELEMENTS, PERFORM ADDITIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	---	---
1705.11 - WIND RESISTANCE		
1705.11.1 - STRUCTURAL WOOD		
1. FIELD GLUING OPERATIONS OF ELEMENTS OF THE MAIN WINDFORCE-RESISTING SYSTEM	X	
2. NAILING, BOLTING, ANCHORING AND OTHER FASTENING OF COMPONENTS WITHING THE MAIN WINDFORCE-RESISTING-SYSTEM, INCLUDING:		X
a. WOOD SHEAR WALLS,		
b. WOOD DIAPHRAGMS,		
c. DRAG STRUTS,		
d. BRACES		
e. HOLD-DOWNS,		
1705.11.2 - COLD-FORMED STEEL LIGHT-FRAME CONSTRUCTION		
1. WELDING OPERATIONS OF ELEMENTS OF THE MAIN WINDFORCE-RESISTING SYSTEM		X
2. SCREW ATTACHMENT, BOLTING, ANCHORING AND OTHER FASTENING COMPONENTS WITHIN THE MAIN WINDFORCE-RESISTING SYSTEM, INCLUDING:		X
a. SHEAR WALLS,		
b. BRACES,		
c. DIAPHRAGMS,		
d. COLLECTORS (DRAG STRUTS)		
e. HOLD-DOWNS.		
1705.11.3 - WIND-RESISTING COMPONENTS		
1. ROOF COVERING, ROOF DECK AND ROOF FRAMING CONNECTIONS.		X
2. EXTERIOR WALL COVERING AND WALL CONNECTIONS TO ROOF AND FLOOR DIAPHRAGMS AND FRAMING.		X
1705.12 - SEISMIC RESISTANCE		
1705.12.1 - STRUCTURAL STEEL		
1. SHALL BE IN ACCORDANCE WITH SECTION 1705.12.1.1 OR 1705.12.1.2, AS APPLICABLE.	X	

VERIFICATION AND INSPECTION	C	P
1705.12.2 - STRUCTURAL WOOD		
1. FIELD GLUING OPERATIONS OF ELEMENTS OF THE SEISMIC-FORCE-RESISTING SYSTEM.	X	
2. NAILING, BOLTING, ANCHORING AND OTHER FASTENING COMPONENTS WITHIN THE SEISMIC-FORCE-RESISTING SYSTEM, INCLUDING:		X
a. SHEAR WALLS,		
b. BRACES,		
c. DIAPHRAGMS,		
d. COLLECTORS (DRAG STRUTS)		
e. HOLD-DOWNS.		
1705.12.3 - COLD-FORMED STEEL LIGHT-FRAME CONSTRUCTION		
1. WELDING OPERATIONS OF ELEMENTS OF THE SEISMIC-FORCE-RESISTING SYSTEM		X
2. SCREW ATTACHMENT, BOLTING, ANCHORING AND OTHER FASTENING COMPONENTS WITHIN THE SEISMIC-FORCE-RESISTING SYSTEM, INCLUDING:		X
a. SHEAR WALLS,		
b. BRACES,		
c. DIAPHRAGMS,		
d. COLLECTORS (DRAG STRUTS)		
e. HOLD-DOWNS.		
1705.12.4 - DESIGNATED SEISMIC SYSTEM		
1. EXAMINE DESIGNATED SEISMIC SYSTEMS REQUIRING SEISMIC QUALIFICATION IN ACCORDANCE WITH SECTION 13.2.2 OF ASCE 7 AND VERIFY THAT THE LABEL, ANCHORAGE OR MOUNTING CONFORMS TO THE CERTIFICATE OF COMPLIANCE.	---	---
1705.12.5 - ARCHITECTURAL COMPONENTS		
1. ERECTION OF FASTENING OF EXTERIOR CLADDING.		X
2. ERECTION OF FASTENING OF INTERIOR AND EXTERIOR NONBEARING WALLS.		X
3. ERECTION OF FASTENING OF INTERIOR AND EXTERIOR VENEER IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY D, E OR F.		X
1705.12.5.1 - ACCESS FLOORS		
1. ANCHORAGE OF ACCESS FLOORS IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY D, E OR F.		X
1705.12.6 - PLUMBING, MECHANICAL AND ELECTRICAL COMPONENTS		
1. ANCHORAGE OF ELECTRICAL EQUIPMENT FOR EMERGENCY AND STANDBY POWER SYSTEMS IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY C, D, E OR F.		X
2. ANCHORAGE OF OTHER ELECTRICAL EQUIPMENT IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY E OR F.		X
3. INSTALLATION AND ANCHORAGE OF PIPING SYSTEMS DESIGNED TO CARRY HAZARDOUS MATERIALS AND THEIR ASSOCIATED MECHANICAL UNITS IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY C, D, E OR F.		X
4. INSTALLATION AND ANCHORAGE OF DUCTWORK DESIGNED TO CARRY HAZARDOUS MATERIALS IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY C, D, E OR F.		X
5. INSTALLATION AND ANCHORAGE OF VIBRATION ISOLATION SYSTEMS IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY C, D, E OR F WHERE THE APPROVED CONSTRUCTION DOCUMENTS REQUIRE A NOMINAL CLEARANCE OF 1/4 INCH OR LESS BETWEEN THE EQUIPMENT SUPPORT FRAME AND RESTRAINT.		X
6. INSTALLATION OF MECHANICAL AND ELECTRICAL EQUIPMENT, INCLUDING DUCT WORK, PIPING SYSTEMS AND THEIR STRUCTURAL SUPPORTS, WHERE AUTOMATIC FIRE SPRINKLER SYSTEMS ARE INSTALLED IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY C, D, E OR F TO VERIFY ONE OF THE FOLLOWING:		X
6.1 MINIMUM CLEARNACES HAVE BEEN PROVIDED AS REQUIRED BY SECTION 13.2.3 ASCE/SEI 7.		
6.2 A NOMINAL CLEARNACE OF NOT LESS THAN 3 INCHES HAS BEEN PROVIDED BETWEEN FIRE PROTECTION SPRINKLER SYSTEM DROPS AND SPRIGS AND: STRUCTURAL MEMBERS NOT USED COLLECTIVELY OR INDEPENDENTLY TO SUPPORT THE SPRINKLERS; EQUIPMENT ATTACHED TO BUILDING STRUCTURE; AND OTHER SYSTEMS' PIPING.		
WHERE FLEXIBLE SPRINKLE HOSE FITTINGS ARE USED, SPECIAL INSPECTION IF MINIMUM CLEARANCES IS NOT REQUIRED.		
1705.12.7 - STORAGE RACKS		
1. ANCHORAGE OF STORAGE RACKS 8 FEET OR GREATER IN HEIGHT IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY D, E OR F.		X
1705.12.8 - SEISMIC ISOLATION SYSTEM		
1. FABRICATION AND INSTALLATION OF ISOLATOR UNITS AND ENERGY DISSIPATION DEVICES THAT ARE PART OF THE SEISMIC ISOLATION SYSTEM.		X
1705.13 - TESTING FOR SEISMIC RESISTANCE		
1705.13.1 - STRUCTURAL STEEL		
1. NONDESTRUCTIVE TESTING FOR SEISMIC RESISTANCE SHALL BE IN ACCORDANCE WITH SECTION 1705.13.1.1 OR 1705.13.1.2, AS APPLICABLE.	---	---
1705.13.2 - NONSTRUCTURAL COMPONENTS		
1. THE REGISTERED DESIGN PROFESSIONAL SHALL SPECIFY ON THE APPROVED CONSTRUCTION DOCUMENTS THE REQUIREMENTS FOR SEISMIC QUALIFICATION BY ANALYSIS, TESTING OR EXPERIENCE DATA. CERTIFICATES OF COMPLIANCE FOR THE SEISMIC QUALIFICATION SHALL BE SUBMITTED TO THE BUILDING OFFICIAL AS SPECIFIED IN SECTION 1704.5.	---	---
1705.13.4 - SEISMIC ISOLATION SYSTEMS		
1. SHALL BE TESTED IN ACCORDANCE WITH SECTION 17.8 OF ASCE 7.	---	---
1705.14 - SPRAYED FIRE-RESISTANT MATERIALS		
1705.14.2 - STRUCTURAL MEMBER SURFACE CONDITIONS		
1. INSPECT SURFACE FOR ACCORDANCE WITH THE APPROVED FIRE-RESISTANCE DESIGN AND THE APPROVED MANUFACTURER'S WRITTEN INSTRUCTIONS.		X

VERIFICATION AND INSPECTION	C	P
1705.14.3 - APPLICATION		
1. VERIFY MINIMUM AMBIENT TEMPERATURE BEFORE AND AFTER APPLICATION AS SPECIFIED IN WRITTEN INSTRUCTIONS OF APPROVED MANUFACTURER.		X
2. VERIFY VENTILLATION OF AREA DURING AND AFTER APPLICATION.		X
1705.14.4 - THICKNESS		
1705.14.4.5 - STRUCTURAL MEMBERS		
1. SHALL BE DETERMINED IN ACCORDANCE WITH ASTM E 605. THICKNESS TESTING SHALL BE PERFORMED ON NOT LESS THAN 25 PERCENT OF THE STRUCTURAL MEMBERS ON EACH FLOOR.		X
1705.14.5 - DENSITY		
1. VERIFY DENSITY OF MATERIAL FOR CONFORMANCE WITH THE APPROVED FIRE-RESISTANT DESIGN AND ASTM E605.		X
1705.14.6 - BOND STRENGTH		
1. TEST COHESIVE/ADHESIVE BOND STRENGTH IN ACCORDANCE WITH FIELD TEST SPECIFIED IN ASTM E 736 PER SECTIONS 1705.14.6.1 THROUGH 1705.14.6.3.		X
1705.15 - MASTIC AND INTUMESCENT FIRE-RESISTANT COATINGS		
1. VERIFY IN ACCORDANCE WITH AWCI 12-B.	---	---
1705.16 - EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS).		
1705.16.1 - WATER-RESISTIVE BARRIER COATING.	---	---
1705.18 - SMOKE CONTROL		
SMOKE CONTROL SYSTEMS SHALL BE TESTED BY A SPECIAL INSPECTOR.		
1705.18.1 - TESTING SCOPE		
1. LEAKAGE TESTING AND RECORD OF DEVICE LOCATION.	---	---
2. FLOW MEASUREMENTS AND DETECTION AND CONTROL VERIFICATION.	---	---

NOTATION USED IN TABLE:

COLUMN HEADERS:
- C INDICATES CONTINUOUS INSPECTION IS REQUIRED.
- P INDICATES PERIODIC INSPECTION IS REQUIRED.

BOX ENTRIES:
- X IS PLACED IN THE APPROPRIATE COLUMN TO DENOTE EITHER "C" CONTINUOUS OR "P" PERIODIC INSPECTIONS.
- --- DENOTES AN ACTIVITY THAT IS EITHER A ONE-TIME ACTIVITY OT ONE WHOSE FREQUENCY IS DEFINED IN SOME OTHER MANNER.

ADDITIONAL DETAIL REGARDING INSPECTIONS AND TESTS ARE PROVIDED IN THE PROJECT SPECIFICATIONS AND NOTES ON THE DRAWINGS.

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

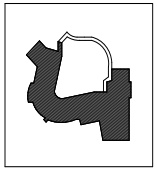
MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Special Inspections IBC 2018

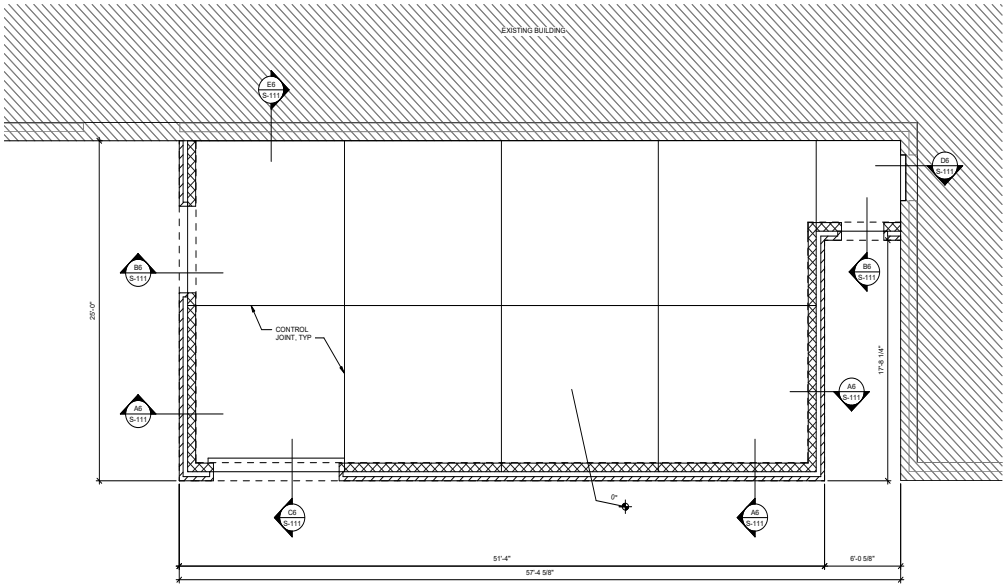
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PACKET 11.564 May 10, 2022

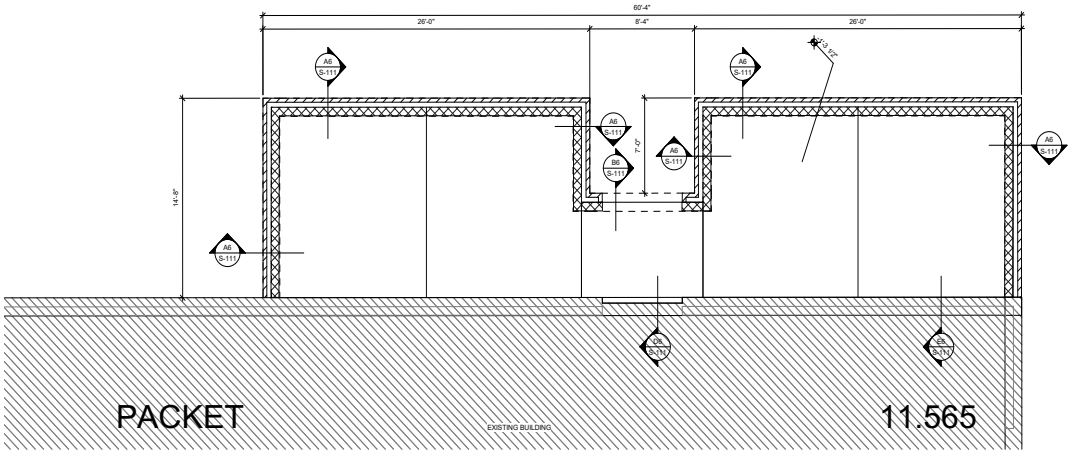
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GENERAL FOUNDATION NOTES

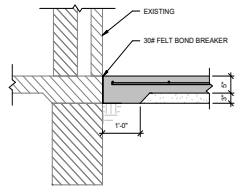
1. FINISH FLOOR ELEVATION GIVEN ON PLAN TO MATCH EXISTING FINISH FLOOR ELEVATION.
2. TYPICAL FLOOR SLAB IS 5" THICK CONCRETE ON VAPOR BARRIER SUPPORTED BY 3" SAND PAD. REINFORCE WITH #4 AT 18" ON CENTER EACH WAY.
3. GENERAL CONTRACTOR TO COORDINATE SLAB DEPRESSIONS (IF ANY) FOR SHOWER STALLS.



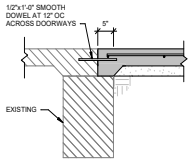
C1 FOUNDATION PLAN - AREA D - HOME CLUB HOUSE REMODEL
1/4" = 1'-0"



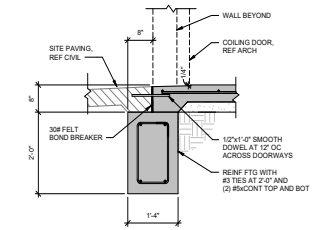
A1 FOUNDATION PLAN - AREA A - VISITORS CLUB HOUSE REMODEL
1/4" = 1'-0"



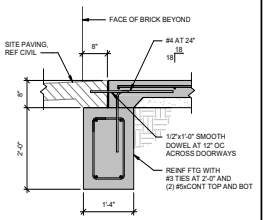
E6 SECTION
3/4" = 1'-0"



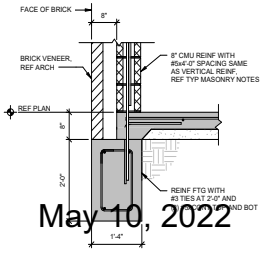
D6 SECTION
3/4" = 1'-0"



C6 SECTION
3/4" = 1'-0"



B6 SECTION
3/4" = 1'-0"



A6 SECTION
3/4" = 1'-0"

PACKET 11.565
May 10, 2022

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

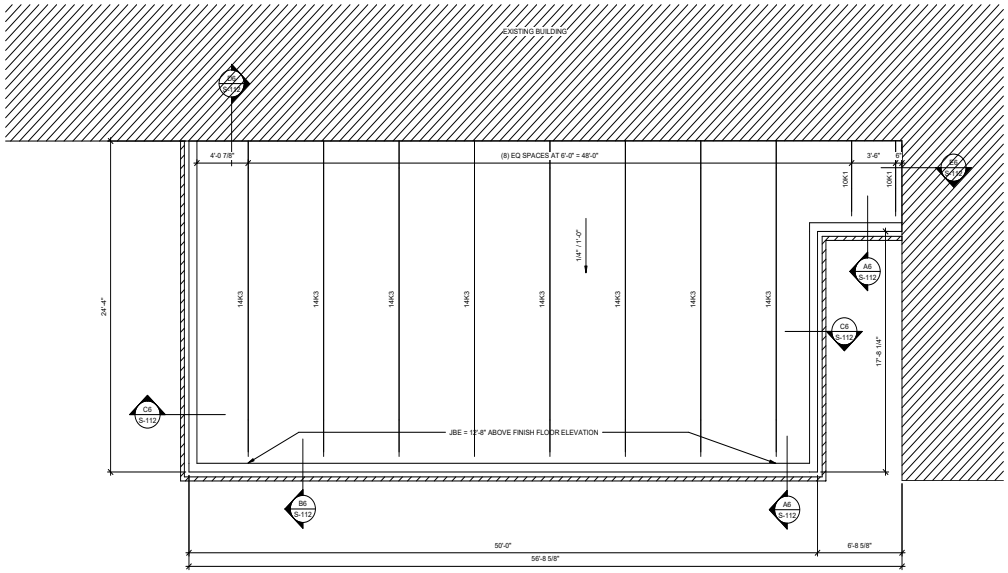
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

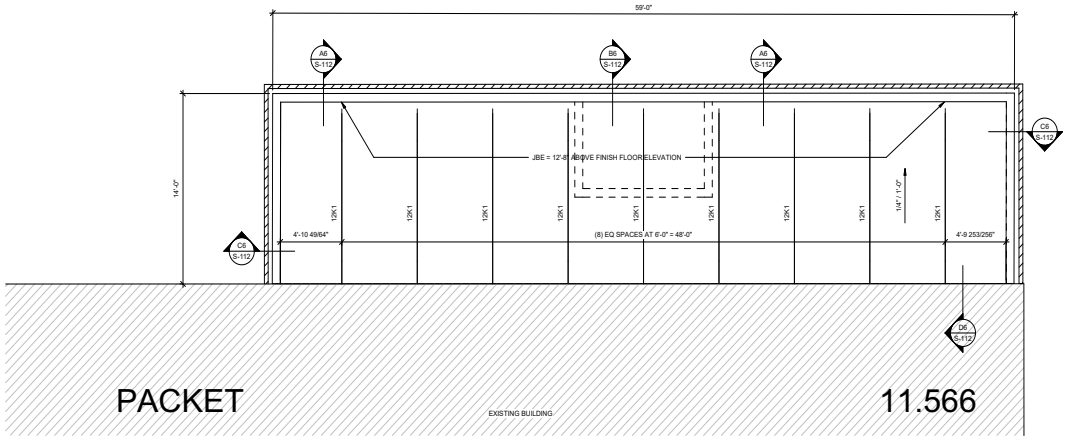
Foundation Plans And Details

S-111

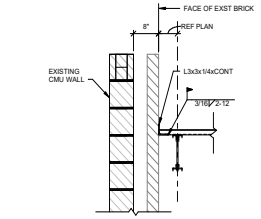
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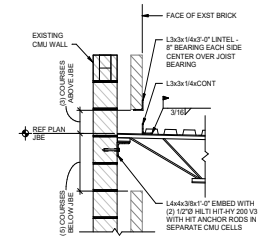
C1 ROOF FRAMING PLAN - AREA D - HOME CLUB HOUSE REMODEL
1/4" = 1'-0"



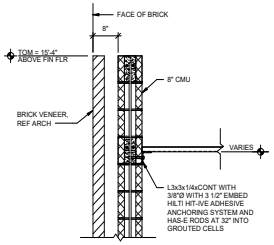
A1 ROOF FRAMING PLAN - AREA A - VISITORS CLUB HOUSE REMODEL
1/4" = 1'-0"



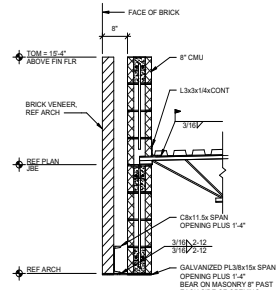
E6 SECTION
3/4" = 1'-0"



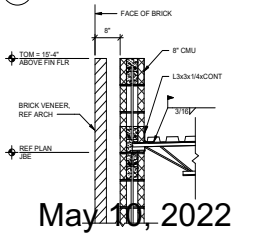
D6 SECTION
3/4" = 1'-0"



C6 SECTION
3/4" = 1'-0"



B6 SECTION
3/4" = 1'-0"



A6 SECTION
3/4" = 1'-0"

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May 10, 2022

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Scharbauer Sports Complex

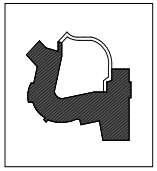
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Roof Framing Plans And Details

S-112

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FLOOR PLAN LEGEND

	CONCRETE WALL
	FACE BRICK
	CMU WALL
MJ	MASONRY CONTROL JOINT
	EXISTING CONSTRUCTION TO REMAIN
	EXISTING CONSTRUCTION TO BE REMOVED
	NEW STUD WALL
	NEW PARTIAL HEIGHT WALL
	GLAZING SYSTEM
	WIRE MESH OR FABRIC PARTITION
CG1	CORNER GUARD
CG1	END WALL GUARD
WG1	WALL GUARD
HR1	HANDRAIL
FEC	FIRE EXTINGUISHER AND CABINET
FEB	FIRE EXTINGUISHER AND BRACKET
	FURNITURE/EQUIPMENT NIC
DS	DOWN SPOUT
FD	FLOOR DRAIN
000	DOOR NUMBER
00	WINDOW MARK
LV00	LOUVER MARK
HM00	HOLLOW METAL FRAME MARK
AL00	ALUMINUM FRAME MARK
S25	PARTITION TYPE
AA	FINISH TAG

RCP LEGEND

	CEILING TRACK
CJ	CONTROL JOINT
	ACCESS PANEL
	SKYLIGHT
	GYP BD CEILING
	SUSPENDED METAL LATH AND PLASTER CEILING
	SUSPENDED ACOUSTICAL CEILING SYSTEM: TYPE A
	SUSPENDED ACOUSTICAL CEILING SYSTEM: TYPE B

INTERIOR LEGEND

AA	FINISH TAG
	FIXTURES/ FURNITURE/ EQUIPMENT/ SIGNAGE
	NOT IN SCOPE

ROOF LEGEND

RD	ROOF DRAIN
OD	OVERFLOW DRAIN
	SLOPE
	ROOF MOUNTED EQUIPMENT
	VENT THROUGH ROOF (VTR)
	SKYLIGHT
	ROOF HATCH

DETAIL LEGEND

	COMPACTED SOIL
	UNDISTURBED SOIL
	STONE/MARBLE
	PLASTER OR STUCCO ON METAL LATH
	STEEL
	CONCRETE IN SECTION
	BRICK
	CMU
	BATT INSULATION
	ACOUSTICAL TILE
	RIGID INSULATION
	WOOD CONTINUOUS
	WOOD DISCONTINUOUS
	PLASTER, SAND OR CEMENT GROUT
	POUROUS FILL, GRAVEL (CAPILLARY WATER BARRIER PAVEMENT BASE)
	TERAZZO (IN SECTION)

PACKET 11.567 May 10, 2022

4/27/2022 9:15:20 AM

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

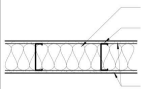
#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Architectural / Interior Legends

A-001

INTERIOR PARTITION SCHEDULE

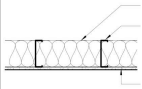
A



METAL FRAMING WALL ASSEMBLY

PARTITION TYPE	1	2	3	4	5	6	7	8
ASSEMBLY THICKNESS	3 3/4"	3 3/4"	4 7/8"	4 7/8"	7 1/4"	7 1/4"	9 1/4"	9 1/4"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"	8"	8"
SOUND-ATTENUATION BLANKETS		REQ.		REQ.		REQ.	REQ.	REQ.
UL DESIGN ASSEMBLY	U465	U465	U465	U465	U465	U465	U465	U465
FIRE RATING (IF REQUIRED BY CODE SHEET)	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR
STC RATING	35	48	40	46		51		

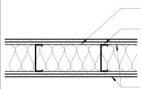
B



METAL FRAMING WALL ASSEMBLY

PARTITION TYPE	1	2	3	4	5	6	7	8
ASSEMBLY THICKNESS	3 1/8"	3 1/8"	4 1/4"	4 1/4"	6 5/8"	6 5/8"	8 5/8"	8 5/8"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"	8"	8"
SOUND-ATTENUATION BLANKETS		REQ.		REQ.		REQ.	REQ.	REQ.
UL DESIGN ASSEMBLY								
FIRE RATING (IF REQUIRED BY CODE SHEET)	NR	NR	NR	NR	NR	NR	NR	NR
STC RATING				34		37		

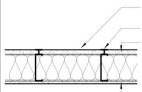
C



METAL FRAMING WALL ASSEMBLY

PARTITION TYPE	1	2	3	4	5	6	7	8
ASSEMBLY THICKNESS	5"	5"	6 1/8"	6 1/8"	8 1/2"	8 1/2"	10 1/2"	10 1/2"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"	8"	8"
SOUND-ATTENUATION BLANKETS		REQ.		REQ.		REQ.	REQ.	REQ.
UL DESING ASSEMBLY	U411	U411	U411	U411	U411	U411	U411	U411
FIRE RATING (IF REQUIRED BY CODE SHEET)	2 HOUR	2 HOUR	2 HOUR	2 HOUR	2 HOUR	2 HOUR	2 HOUR	2 HOUR
STC RATING		57		49		54		

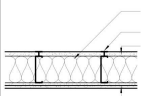
D



SHAFT WALL ASSEMBLY

PARTITION TYPE	1	2	3	4	5	6
ASSEMBLY THICKNESS	3 1/8"	3 1/8"	4 5/8"	4 5/8"	6 5/8"	6 5/8"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	4"	4"	6"	6"
SOUND-ATTENUATION BLANKETS		REQ.		REQ.		REQ.
UL DESIGN ASSEMBLY	U499	U499	U499	U499	U499	U499
FIRE RATING (IF REQUIRED BY CODE SHEET)	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR
STC RATING	34	42	39	47		53

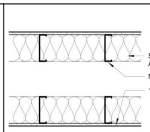
E



SHAFT WALL ASSEMBLY

PARTITION TYPE	1	2	3	4	5	6
ASSEMBLY THICKNESS	3 3/4"	3 3/4"	5 1/4"	5 1/4"	7 1/4"	7 1/4"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	4"	4"	6"	6"
SOUND-ATTENUATION BLANKETS		REQ.		REQ.		REQ.
UL DESIGN ASSEMBLY	U497	U497	U497	U497	U497	U497
FIRE RATING (IF REQUIRED BY CODE SHEET)	2 HOUR	2 HOUR	2 HOUR	2 HOUR	2 HOUR	2 HOUR
STC RATING	39	47		51		53

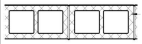
F



CHASE WALL ASSEMBLY

PARTITION TYPE	1	2	3	4	5	6
ASSEMBLY THICKNESS	PER PLAN	PER PLAN	PER PLAN	PER PLAN	PER PLAN	PER PLAN
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"
SOUND ATTENUATION BLANKETS		REQ.		REQ.		REQ.
UL DESIGN ASSEMBLY	V488	V488	V488	V488	V488	V488
FIRE RATING (IF REQUIRED BY CODE SHEET)	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR
STC RATING		57		60		

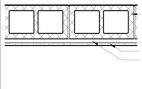
G



MASONRY WALL ASSEMBLY

PARTITION TYPE	1	2
ASSEMBLY THICKNESS	7 5/8"	11 5/8"
CONCRETE MASONRY UNIT	7 5/8"	11 5/8"
UL DESIGN ASSEMBLY	U905	
FIRE RATING WITH PARTIAL FILL CELLS	2 HOUR	4 HOUR
STC RATING GROUT FILLED	55	62

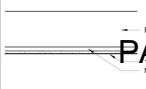
H



MASONRY WALL ASSEMBLY

PARTITION TYPE	1	2	3	4
ASSEMBLY THICKNESS	9 1/8"	9 3/4"	13 1/8"	13 3/4"
CONCRETE MASONRY UNIT	7 5/8"	7 5/8"	11 5/8"	11 5/8"
NON-STRUCTURAL METAL FRAMING	7/8"	1 1/2"	7/8"	1 1/2"
UL DESIGN ASSEMBLY	U914			
FIRE RATING (IF REQUIRED BY CODE SHEET)	4 HOUR			
STC RATING	56	56	63	63

I

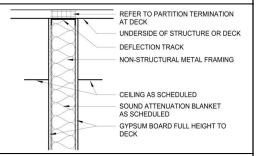


EXISTING WALL ASSEMBLY

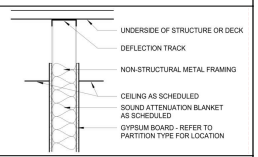
PARTITION TYPE	1	2	3	4
ASSEMBLY THICKNESS	1 1/2"	2 1/8"	PER PLAN	PER PLAN
NON-STRUCTURAL METAL FRAMING	7/8"	1 1/2"	3 5/8"	6"

ABOVE CEILING CONDITION (SECTION)

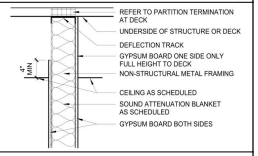
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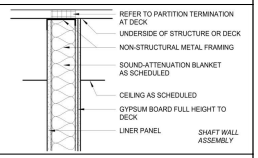
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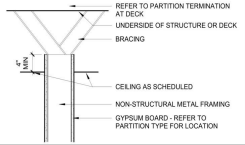
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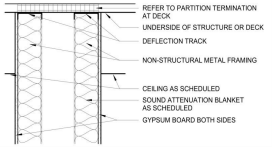
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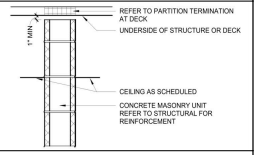
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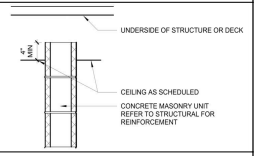
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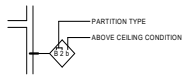


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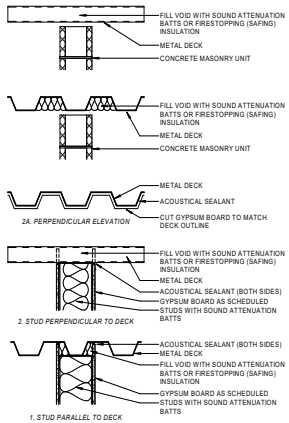
PARTITION GENERAL NOTES

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND THREE PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT: NOTE: THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTING PARTITION. IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION, THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES. REFER TO CODE PLAN G-101 FOR RATED WALLS.



- WHERE SOUND-ATTENUATION BLANKETS ARE SCHEDULED :
  1. INSTALL ACOUSTICAL SEALANT AT ALL PENETRATIONS PER MANUFACTURER'S INSTRUCTIONS AT TOP AND BOTTOM OF WALLS (BOTH SIDES).
  2. PUTTY PADS AT ALL WALL PENETRATIONS INCLUDING ELECTRIC OUTLETS, IT BACK BOXES.
- ALL ASSEMBLY THICKNESSES LISTED IN THE PARTITION TYPES ARE BASED ON 5/8" THICK GYPSUM BOARD. ALTERNATE GYPSUM BOARD THICKNESSES WILL HAVE A DIFFERENT ASSEMBLY THICKNESS.
- WHERE RATED ASSEMBLY EXTENDS TO STRUCTURE ABOVE PROVIDE UL APPROVED FIRE RATED HEAD OF WALL ASSEMBLY TO MATCH RATING OF WALL. WALL HEIGHTS EXCEEDING STUD MANUFACTURER'S MAXIMUM (LIMITING) SPAN USING 5PSF LATERAL LOADING SHALL BE BRACED TO STRUCTURE ABOVE. (LAY-IN CEILINGS ARE NOT ACCEPTABLE BRACING, HARD CEILINGS ARE ACCEPTABLE).
- "STRUCTURE ABOVE" (AS NOTED IN THE PARTITION CONDITIONS) IS DEFINED AS THE UNDERSIDE OF ONE OR MORE OF THE FOLLOWING:
  *COMPOSITE FLOOR SLAB
  *STAIR TREADS/RISERS
  *METAL ROOF DECK
  *STEEL BEAMS
- IN NO CASE SHALL THE BOTTOM OF STEEL JOISTS BE CONSIDERED BOTTOM OF STRUCTURE ABOVE
- NR = NOT RATED

PARTITION TERMINATION AT DECK



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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

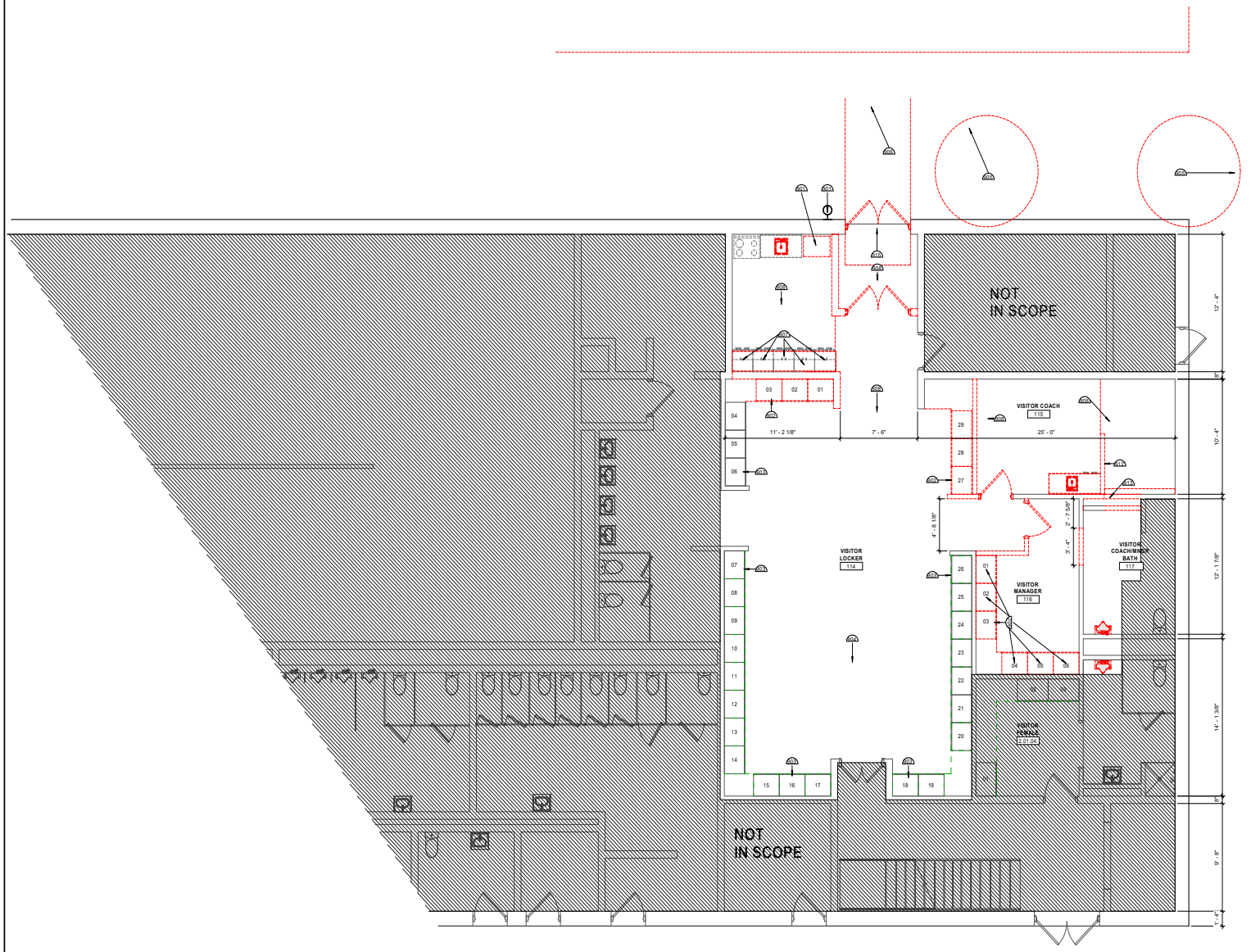
Interior Partition Schedule

A-002

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GENERAL NOTES

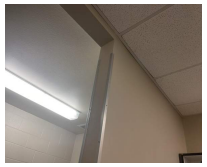
A. ISOLATE AREAS OCCUPIED BY OWNER OR PUBLIC WITH DUST BARRIERS DURING DEMOLITION AND CONSTRUCTION. EXTEND BARRIERS FROM FLOOR TO DECK AND WALL TO WALL.
B. PRIOR TO BEGINNING DEMOLITION, SURVEY FACILITY AND NOTIFY ARCHITECT IN WRITING OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THOSE SHOWN ON DRAWINGS.
C. DEMOLITION WORK INCLUDES, BUT IS NOT LIMITED TO, THOSE ITEMS NOTED. OTHER ITEMS OF MINOR NATURE MAY EXIST WHICH ARE NOT SPECIFICALLY NOTED ON DRAWINGS ARE TO BE REMOVED AS REQUIRED TO PROVIDE ACCESS OR ALLOW ALTERATIONS FOR WORK TO PROCEED.
D. REMOVE FLOOR FINISH AND ADHESIVES IN AFFECTED AREAS AS REQUIRED.
E. WHERE DEMOLITION EXPOSES SUBSTRATES TO RECEIVE FINISH MATERIALS, PROPERLY REMOVE EXISTING MATERIALS AS REQUIRED AND PREP TO RECEIVE NEW FINISHES.
F. PROVIDE MEASURES TO PROTECT MATERIAL INDICATED TO REMAIN DURING CONSTRUCTION.
G. PATCH AND REPAIR ADJACENT SURFACES TO MATCH EXISTING WHERE REQUIRED DUE TO DEMOLITION.
H. OWNER SHALL HAVE FIRST SALVAGE RIGHTS TO IMPROVEMENTS REMOVED DURING CONSTRUCTION. COORDINATE WITH OWNER PRIOR TO BEGINNING OF PROJECT FOR ITEMS TO BE SALVAGED.
I. COORDINATE DEMOLITION WORK WITH MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS.
J. EXISTING CONDITIONS REMAINING ARE TO BE PROTECTED DURING CONSTRUCTION. DAMAGE OCCURRING DURING CONSTRUCTION SHALL BE REPAIRED TO MATCH ORIGINAL CONDITION.
K. VERIFY WITH OWNER FINAL DISPOSITION OF SALVAGED MATERIAL OR EQUIPMENT REMOVED DURING CONSTRUCTION.



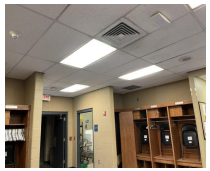
DEMOLITION NOTES

AS INDICATED BY: (1)

901	SALVAGE, SERVICE AND REUSE
902	SALVAGE, PROTECT AND REUSE LOCKERS
903	PROTECT LOCKERS DURING CONSTRUCTION
904	REMOVE AND REPLACE ANY DAMAGED CLG TILES
905	DEMO TREES
906	SIDEWALK DEMO
907	DEMO CABINETS
908	DEMO EXIST FLOOR
912	DEMO WALL UP TO THE OPENING, CLOSE W/ GYP, SEE PHOTO
913	DEMO WALL ABOVE CLG, REPAIR GYP CLG TO EXIST WALL
915	DEMO EXIST DOOR



DEMO NOTE 912



EXIST CONDITION

PLAN N

0 2' 4' 8'

PACKET

FIRST FLOOR PLAN - VISITOR CLUB HOUSE

11.569

May 10, 2022

4/27/2022 9:16:01 AM

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Demolition Plan - Visitors Club House Remodel

A-101A

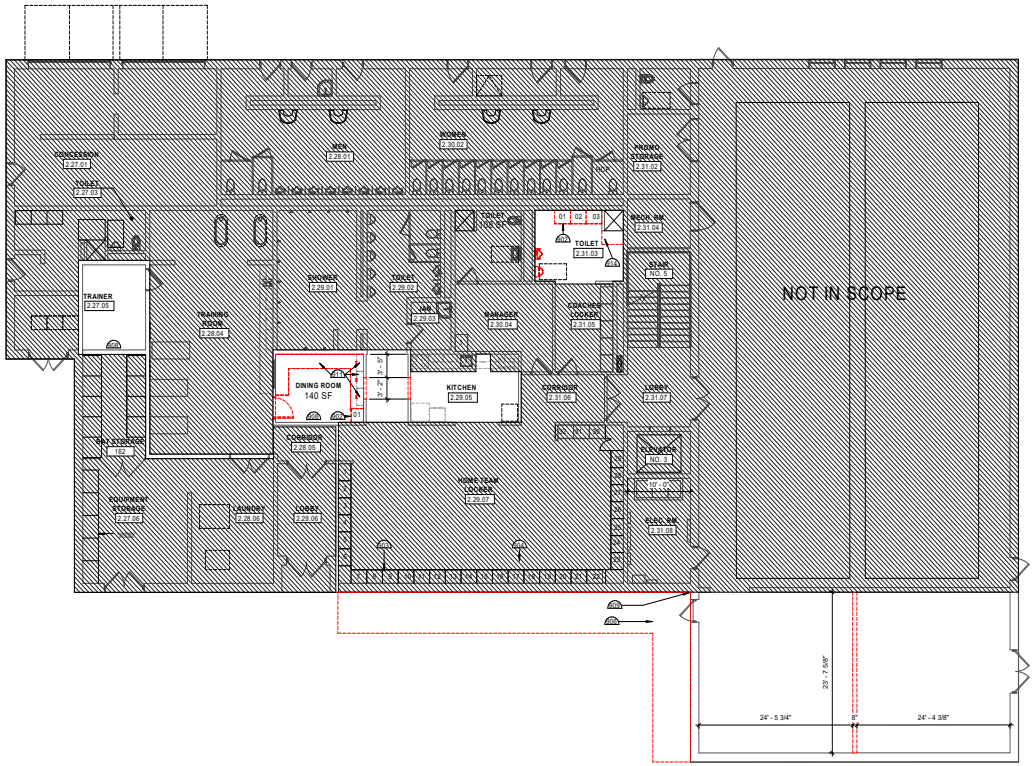
GENERAL NOTES

A. ISOLATE AREAS OCCUPIED BY OWNER OR PUBLIC WITH DUST BARRIERS DURING DEMOLITION AND CONSTRUCTION. EXTEND BARRIERS FROM FLOOR TO DECK AND WALL TO WALL.
B. PRIOR TO BEGINNING DEMOLITION, SURVEY FACILITY AND NOTIFY ARCHITECT IN WRITING OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THOSE SHOWN ON DRAWINGS.
C. DEMOLITION WORK INCLUDES, BUT IS NOT LIMITED TO, THOSE ITEMS NOTED. OTHER ITEMS OF MINOR NATURE MAY EXIST WHICH ARE NOT SPECIFICALLY NOTED ON DRAWINGS ARE TO BE REMOVED AS REQUIRED TO PROVIDE ACCESS OR ALLOW ALTERATIONS FOR WORK TO PROCEED.
D. REMOVE FLOOR FINISH AND ADHESIVES IN AFFECTED AREAS AS REQUIRED.
E. WHERE DEMOLITION EXPOSES SUBSTRATES TO RECEIVE FINISH MATERIALS, PROPERLY REMOVE EXISTING MATERIALS AS REQUIRED AND PREP TO RECEIVE NEW FINISHES.
F. PROVIDE MEASURES TO PROTECT MATERIAL INDICATED TO REMAIN DURING CONSTRUCTION.
G. PATCH AND REPAIR ADJACENT SURFACES TO MATCH EXISTING WHERE REQUIRED DUE TO DEMOLITION.
H. OWNER SHALL HAVE FIRST SALVAGE RIGHTS TO IMPROVEMENTS REMOVED DURING CONSTRUCTION. COORDINATE WITH OWNER PRIOR TO BEGINNING OF PROJECT FOR ITEMS TO BE SALVAGED.
I. COORDINATE DEMOLITION WORK WITH MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS.
J. EXISTING CONDITIONS REMAINING ARE TO BE PROTECTED DURING CONSTRUCTION. DAMAGE OCCURRING DURING CONSTRUCTION SHALL BE REPAIRED TO MATCH ORIGINAL CONDITION.
K. VERIFY WITH OWNER FINAL DISPOSITION OF SALVAGED MATERIAL OR EQUIPMENT REMOVED DURING CONSTRUCTION.

DEMOLITION NOTES

AS INDICATED BY: (#)

902 SALVAGE, PROTECT AND REUSE LOCKERS
903 PROTECT LOCKERS DURING CONSTRUCTION
904 REMOVE AND REPLACE ANY DAMAGED CLG TILES
906 SIDEWALK DEMO
908 DEMO EXIST FLOOR
909 RELOCATE GAS
911 SALVAGE, REUSE CABINETS, COUNTER & HANGING HARDWARE
914 REMOVE SHOWER CURTAIN PARTITION



A1 DEMO FLOOR PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

PLAN N

0 4" 8" 16"

PACKET 11.570 May 10, 2022

Parkhill

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

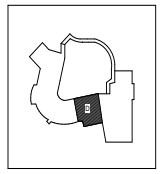
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

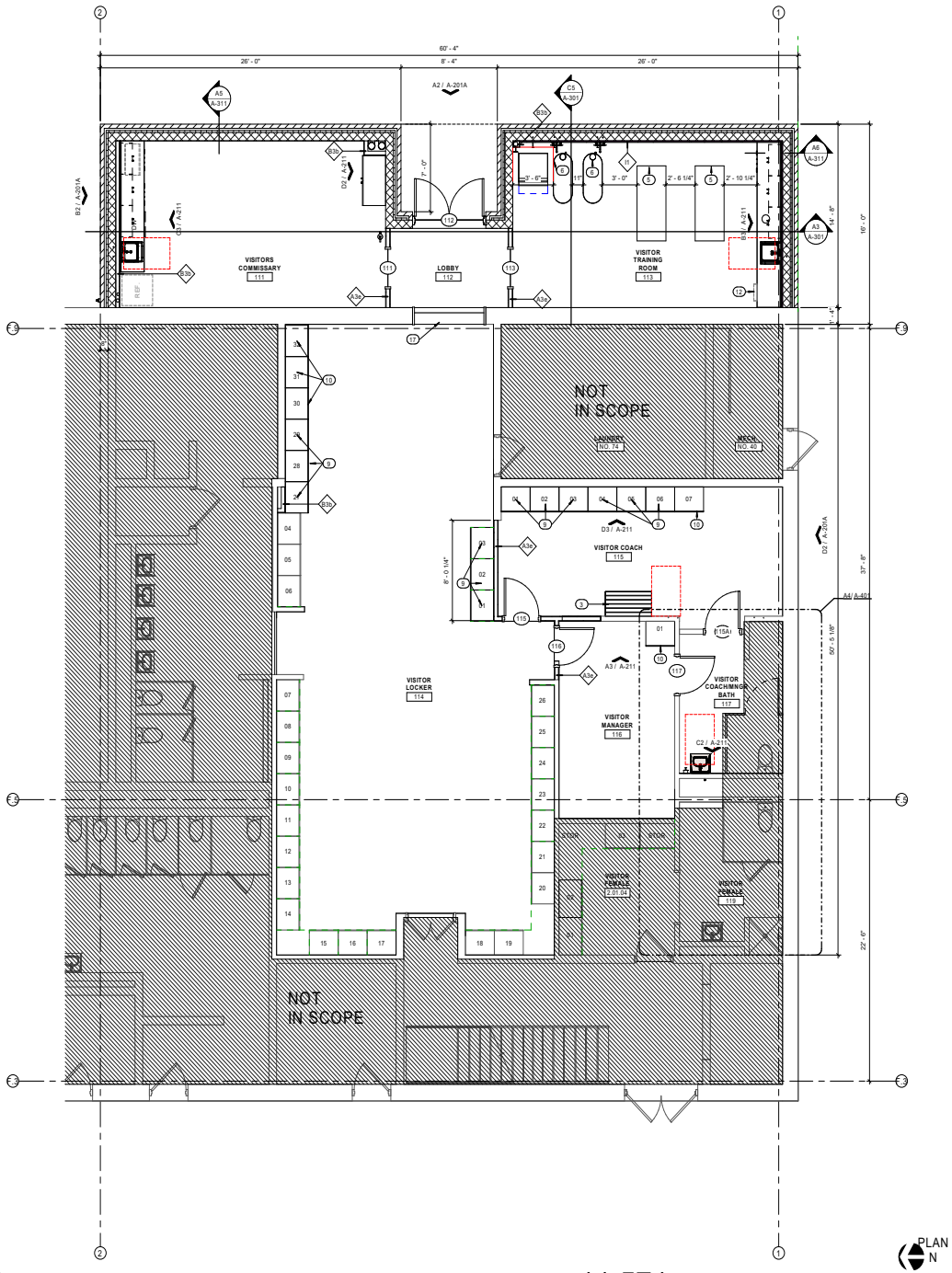


#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Demolition Plan - Home Club House Remodel

A-101D

4/27/2022 9:16:04 AM



GENERAL NOTES

A. REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING LOCATIONS FOR TOILET ROOM ACCESSORIES.
B. ALL INTERIOR WALLS ARE A6b UNLESS NOTED OTHERWISE. REFER TO SHEET A-002 & A-003 FOR INTERIOR PARTITION SCHEDULE.
C. ANY ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED BY THE CONTRACTOR SHALL BE REPORTED PROMTLY TO THE ARCHITECT OR ENGINEER AS A REQUEST FOR INFORMATION.
D. CONTRACTOR SHALL NOT SCALE THESE DRAWINGS FOR CONSTRUCTION PURPOSES. IN THE EVENT OF OMISSION OF NECESSARY DIMENSIONS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OR ENGINEER AS A REQUEST FOR INFORMATION.
E. ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES, STANDARDS, AND REGULATIONS.
F. CONTRACTOR SHALL COORDINATE, OBTAIN, AND MAINTAIN ALL BUILDING PERMITS REQUIRED FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY.
G. CONTACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SUCH SAFETY.
H. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.
I. DURING CONSTRUCTION, AND PRIOIR TO THE INCORPORATIONOF ANY CHANGES, REVISIONS, MODIFICATIONS AND/OR DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS, CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ARCHITECT OR ENGINEER AND OBTAIN APPROVAL FROM THE GOVERNING BUILDING OFFICIAL BEFORE PROCEEDING WITH THE WORK.
J. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, RECOMMENDATIONS AND/OR SPECIFICATIONS.
K. COORDINATE ALL BLOCKING FOR OWNER PROVIDED EQUIPMENT.

KEY NOTES

AS INDICATED BY: (#)

3 ADA BENCH; E3/A-501
5 TENANT FURNISHED
6 WHIRLPOOL, TENANT FURNISHED
9 RELOCATED LOCKERS
10 NEW WOOD LOCKERS TO MATCH EXIST
12 HYDROCOLLATOR, TFTI
17 DOOR REMOVED LEAVE HM FRAME

PACKET A2 VISTIORS CLUB HOUSE REMODEL 1/4" = 1'-0"

11.571

May 10, 2022

Parkhill

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Floor Plan - Visitors Club House Remodel

A-111A

4/27/2022 9:16:07 AM

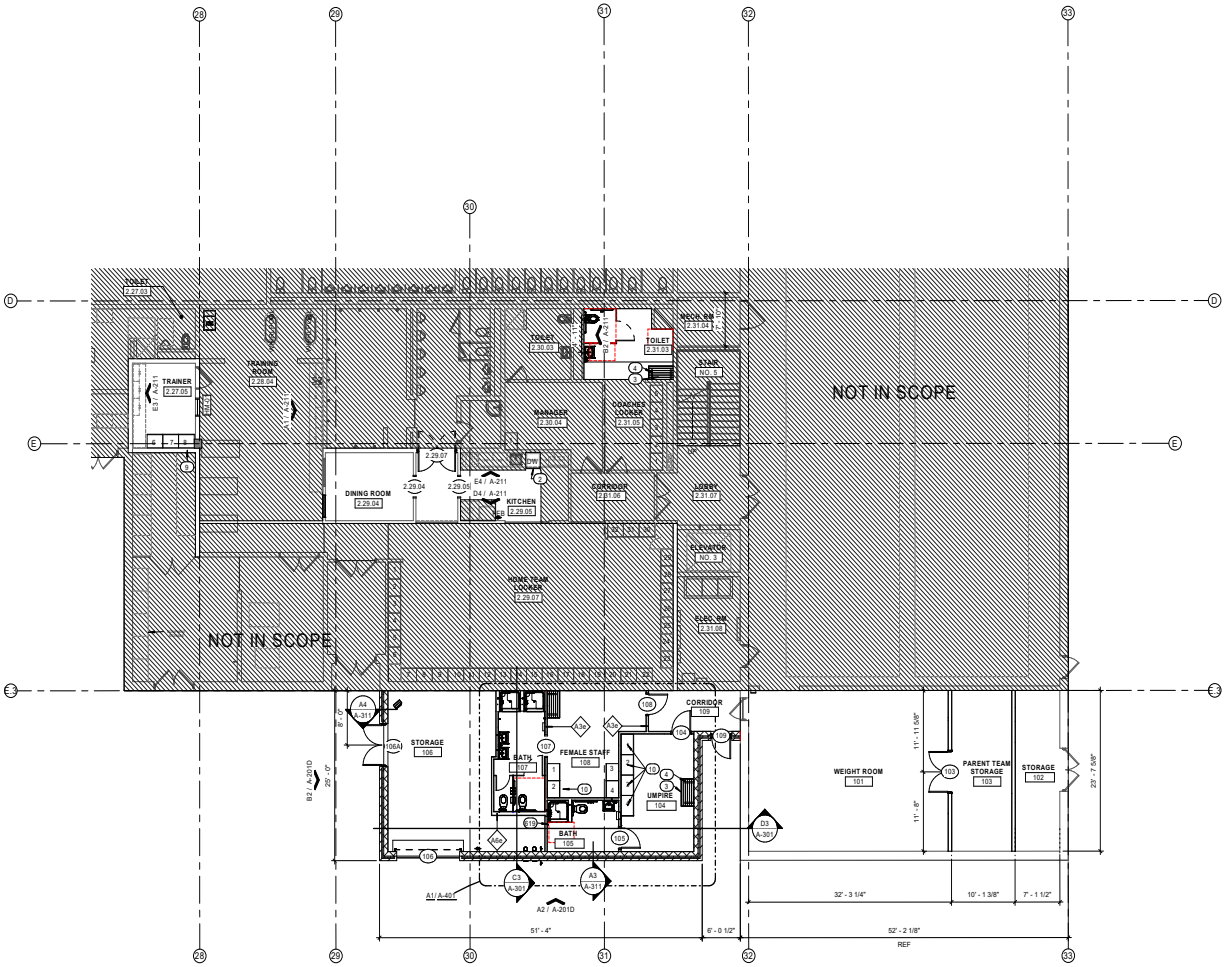
GENERAL NOTES

A. REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING LOCATIONS FOR TOILET ROOM ACCESSORIES.
B. ALL INTERIOR WALLS ARE A6a UNLESS NOTED OTHERWISE. REFER TO SHEET A-002 & A-003 FOR INTERIOR PARTITION SCHEDULE.
C. ANY ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED BY THE CONTRACTOR SHALL BE REPORTED PROMTLY TO THE ARCHITECT OR ENGINEER AS A REQUEST FOR INFORMATION.
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J. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, RECOMMENDATIONS AND/OR SPECIFICATIONS.
K. COORDINATE ALL BLOCKING FOR OWNER PROVIDED EQUIPMENT.

KEY NOTES

AS INDICATED BY: (#)

2	DISH WASHER
3	ADA BENCH, KIA-501
4	RAKKS BRACKET
9	RELOCATED LOCKERS
10	NEW WOOD LOCKERS TO MATCH EXIST
552	FEB
619	TOWEL HOOK



PLAN N

A2 FIRST FLOOR PLAN - BUILDING D - HOME CLUB HOUSE
1/8" = 1'-0"

PACKET 11.572 May 10, 2022

0 4' 8' 16'

Parkhill

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

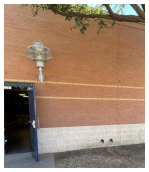
Floor Plan - Home Team Club House Remodel

A-111D

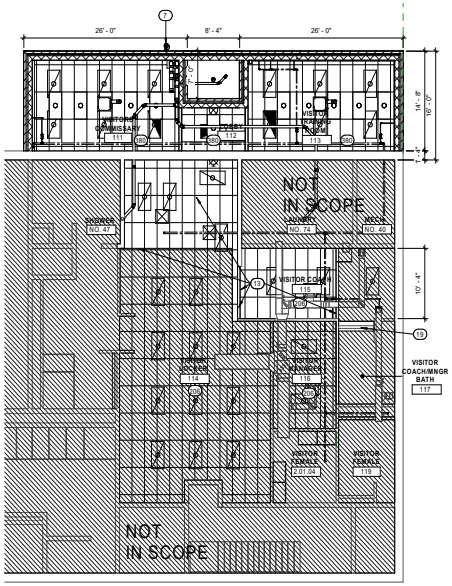
4/27/2022 9:16:11 AM

GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE UNO.
B. COORDINATE WITH MEP DRAWINGS FOR LOCATIONS OF FIXTURES. LOCATE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF CONFLICTS PRIOR TO CONSTRUCTION.
C. CEILING HEIGHTS SHALL BE 9'-0" ABOVE FINISHED FLOOR UNO.
D. REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING HEIGHTS, CEILING MATERIALS AND FURRED CEILINGS.
E. AT LOCATIONS OF PERFORATED RETURN AIR GRILLES, WIRING, CABLING, ETC. TO BE HELD CLEAR OF OPEN LINE OF SIGHT THROUGH GRILLE. IN CASES WHERE THIS IS UNAVOIDABLE, ITEMS VISIBLE ABOVE GRILLE ARE TO BE PAINTED FLAT BLACK.

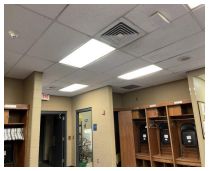


EXIST LIGHT #07



B3 RCP - VISTIORS CLUB HOUSE REMODEL
1/8" = 1'-0"

PLAN N



EXIST CONDITION #13

KEY NOTES

AS INDICATED BY: #

LEGEND

- GYPSUM WALL BOARD CEILING
- 2'x2' SUSPENDED ACOUSTICAL CEILING
- RECESSED LIGHT FIXTURE
- SURFACE MOUNTED LIGHT FIXTURE
- DRYWALL PARTITIONS EXTENDING TO ROOF DECK

Parkhill

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ARCHITECTURE

04/25/2022

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

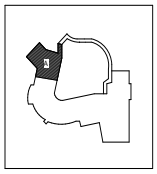
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



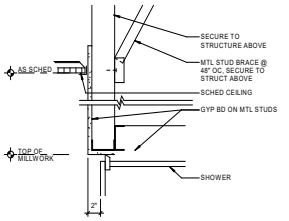
#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Reflected Ceiling Plan - First Floor - Area A

A-131A

PACKET 11.573 May 10, 2022

4/27/2022 9:16:15 AM



E5 FURR DOWN
1 1/2" = 1'-0"

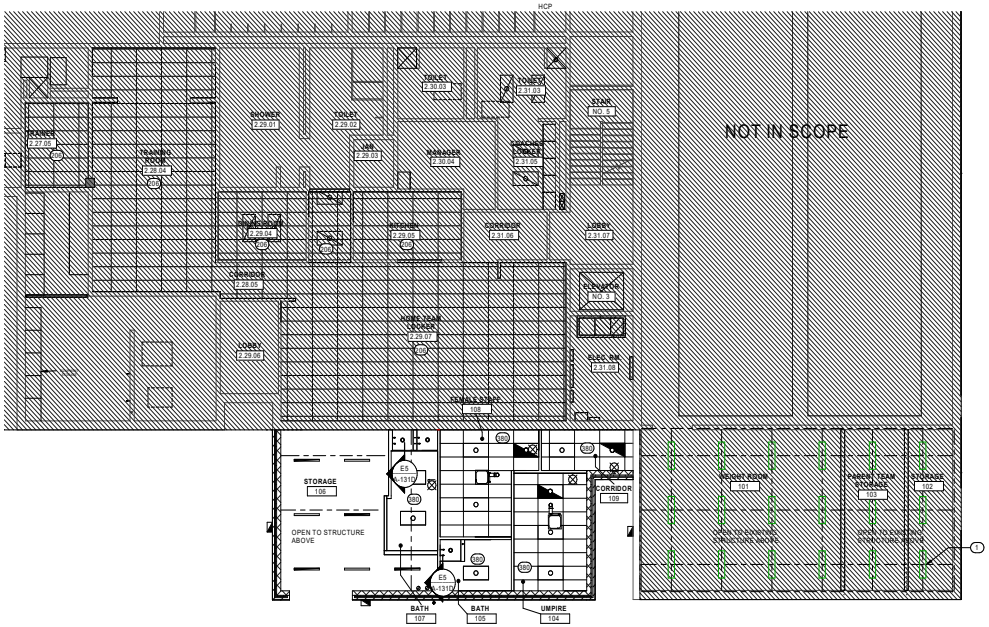
GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE UNO.
B. COORDINATE WITH MEP DRAWINGS FOR LOCATIONS OF FIXTURES. LOCATE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF CONFLICTS PRIOR TO CONSTRUCTION.
C. CEILING HEIGHTS SHALL BE 9'-0" ABOVE FINISHED FLOOR UNO.
D. REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING HEIGHTS, CEILING MATERIALS AND FURRED CEILINGS.
E. AT LOCATIONS OF PERFORATED RETURN AIR GRILLES, WIRING, CABLING, ETC. TO BE HELD CLEAR OF OPEN LINE OF SIGHT THROUGH GRILLE. IN CASES WHERE THIS IS UNAVOIDABLE, ITEMS VISIBLE ABOVE GRILLE ARE TO BE PAINTED FLAT BLACK.

KEY NOTES

AS INDICATED BY: (#)

1 VERIFY EXISTING LIGHT LOCATIONS



PLAN N

0 4' 8' 16'

LEGEND

- GYPSUM WALL BOARD CEILING
- 2'x2' SUSPENDED ACOUSTICAL CEILING
- RECESSED LIGHT FIXTURE
- SURFACE MOUNTED LIGHT FIXTURE
- DRYWALL PARTITIONS EXTENDING TO ROOF DECK

PACKET A2 RCP - AREA D - HOME CLUB HOUSE
1/8" = 1'-0"

11.574

May 10, 2022

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ARCHITECTURE

04/25/2022

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

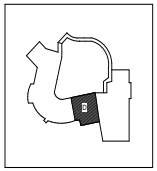
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

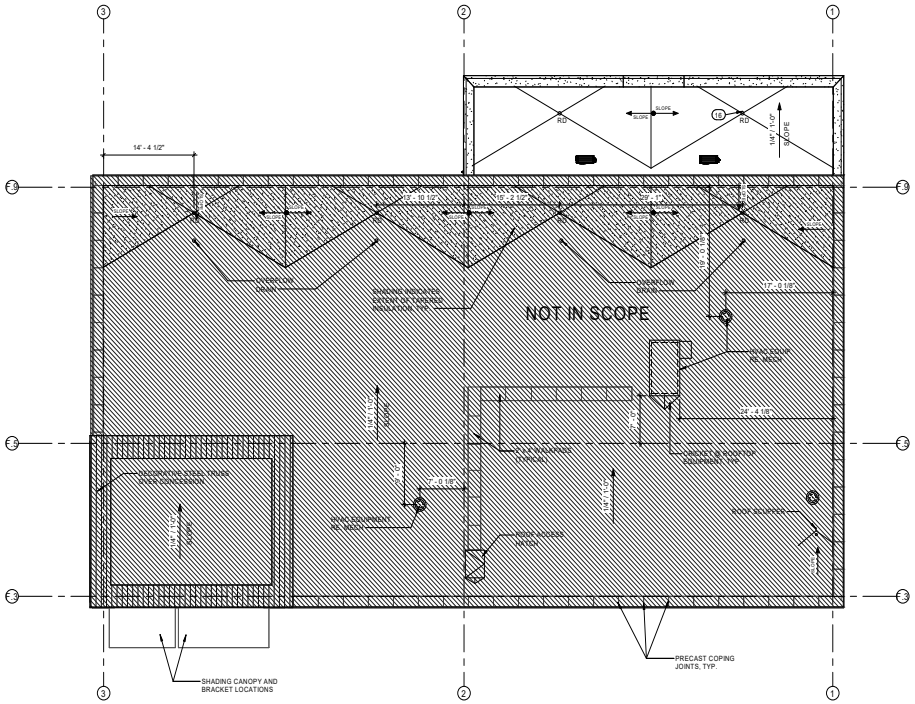


#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Reflected Ceiling Plan - First Floor- Area D

A-131D

4/27/2022 9:16:17 AM



KEY NOTES
AS INDICATED BY: (#)

16 ROOF DRAIN AND OVERFLOW DRAIN

PLAN N

A1 ROOF PLAN - BUILDING A
1/8" = 1'-0"

PACKET 11.575 May 10, 2022

0 4' 8' 16'

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ARCHITECTURE

04/25/2022

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

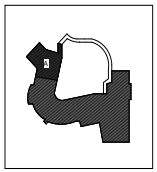
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

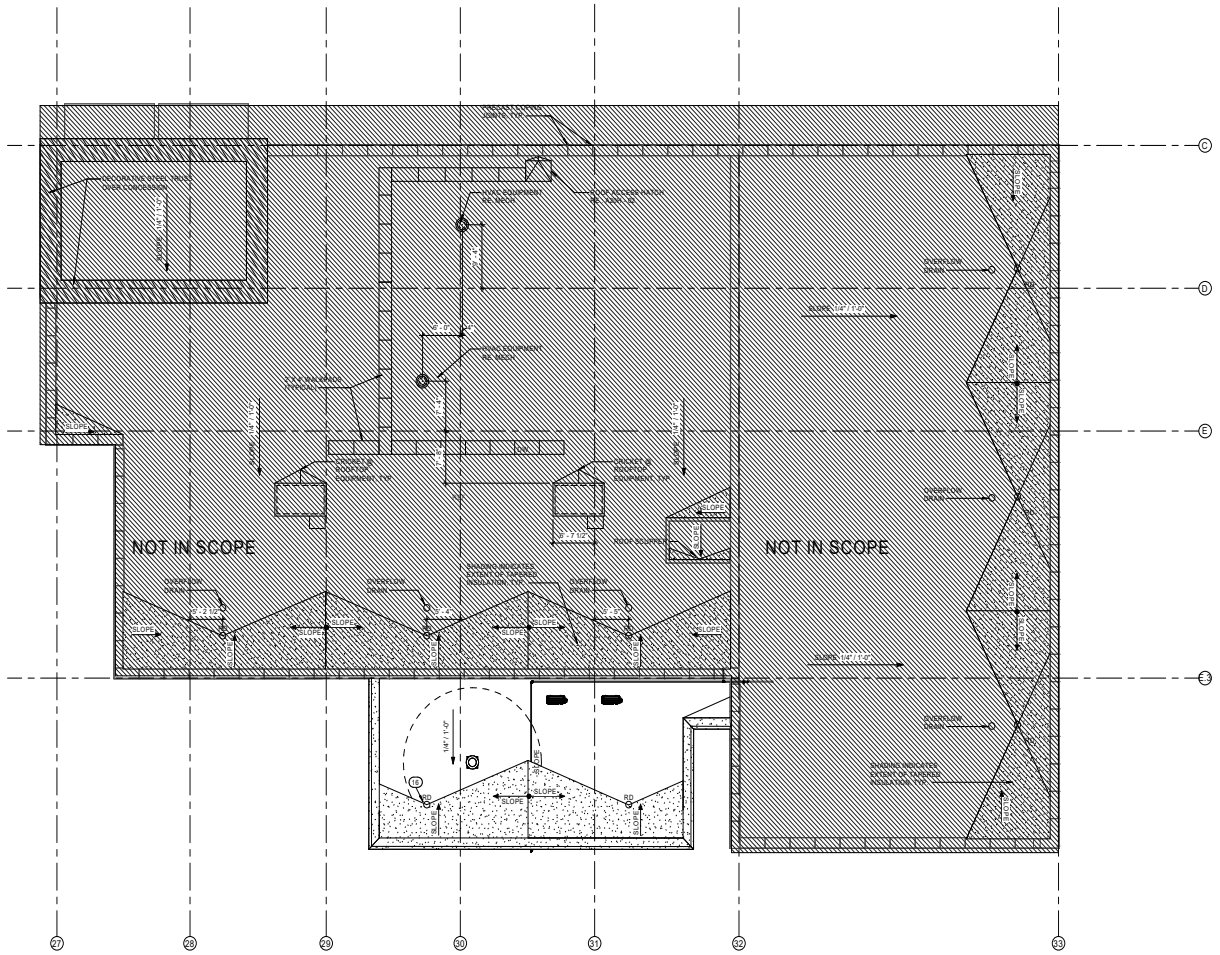
Roof Plan Visitors Club House

A-141A

4/27/2022 9:16:09 AM

GENERAL NOTES

A. COORDINATE LOCATION OF ROOFTOP EQUIPMENT WITH STRUCTURAL.
B. ALL ROOF PENETRATIONS NOT SHOWN FOR CLARITY. ROOF PENETRATIONS SHALL BE FLASHED TO A POSITIVE SLOPE AWAY FROM PENETRATION. COORDINATE WITH TRADES.
C. COORDINATE RTU INSTALLATIONS WITH TRADES. COORDINATE HOOKUP OF ROOFTOP EQUIP, VENTS, CURBS, ETC WITH MECHANICAL, ELECTRICAL AND PLUMBING TRADES AND CONSTRUCTION DOCUMENT REQUIREMENTS.



KEY NOTES

AS INDICATED BY: (#)

16 ROOF DRAIN AND OVERFLOW DRAIN

PLAN N

A1 ROOF PLAN - BUILDING D
1/8" = 1'-0"

0 4' 8' 16'

PACKET 11.576 May 10, 2022

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

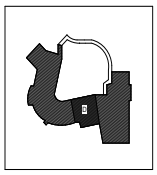
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

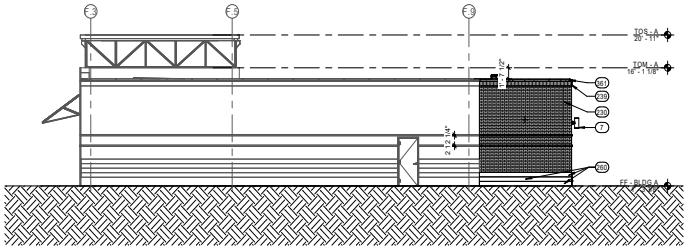
Roof Plan Home Club House

A-141D

4/27/2022 9:16:23 AM

GENERAL NOTES

A. CONTRACTOR TO VERIFY ALL DIMENSIONS.
B. PROVIDE MASONRY CONTROL JOINTS AT ALL OPENINGS (ABOVE AND BELOW IF REQUIRED) AND AT EXTERIOR WALLS AS RECOMMENDED BY MASONRY INSTITUTE. REFER TO DRAWINGS FOR ADDIDIONAL INFORMATION.

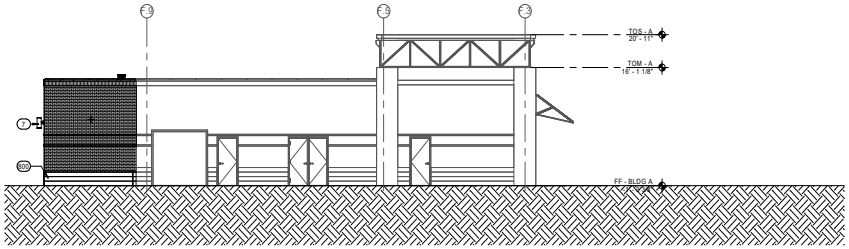


D2 RIGHT ELEVATION - BUILDING A
1/8" = 1'-0"

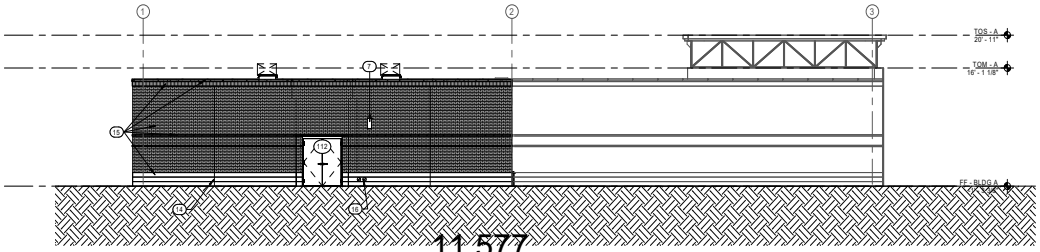
KEY NOTES

AS INDICATED BY: (#)

7	EXTERIOR LIGHT SALVAGE AND RELOCATE
14	CONTROL JOINT
15	NEW TO MATCH EXISTING
16	ROOF DRAIN AND OVERFLOW DRAIN
230	FACE BRICK
239	SOLDIER COURSE
260	CMU
361	CAST STONE CAP
800	REF PLUMBING



B2 LEFT ELEVATION - BUILDING A
1/8" = 1'-0"



A2 BACK ELEVATION - BUILDING A
1/8" = 1'-0"

PACKET 11.577 May 10, 2022

Parkhill

04/25/2022

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MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

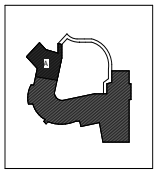
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Exterior Elevations_ Building A

A-201A

4/27/2022 9:16:06 AM

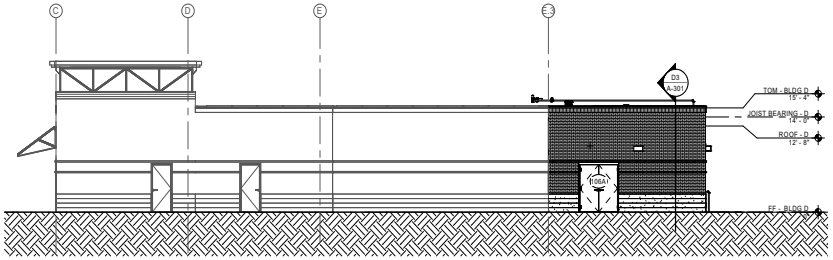
GENERAL NOTES

A. CONTRACTOR TO VERIFY ALL DIMENSIONS.
B. PROVIDE MASONRY CONTROL JOINTS AT ALL OPENINGS (ABOVE AND BELOW IF REQUIRED) AND AT EXTERIOR WALLS AS RECOMMENDED BY MASONRY INSTITUTE. REFER TO DRAWINGS FOR ADDIDIONAL INFORMATION.

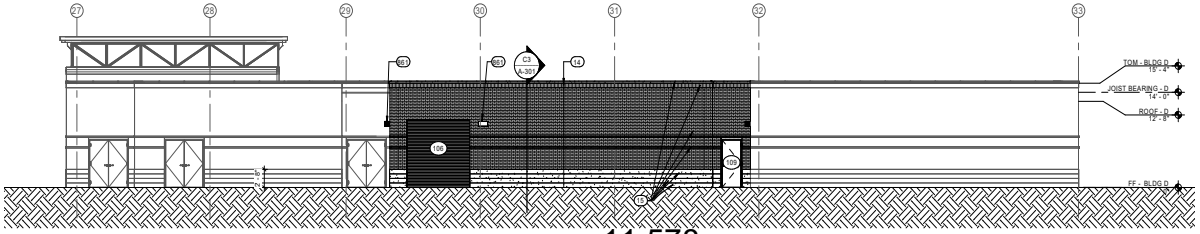
KEY NOTES

AS INDICATED BY: (#)

14	CONTROL JOINT
15	NEW TO MATCH EXISTING
861	LIGHT FIXTURE, REF ELECT



B2 RIGHT ELEVATION - BUILDING D
1/8" = 1'-0"



A2 BACK ELEVATION - BUILDING D
1/8" = 1'-0"

PACKET 11.578 May 10, 2022

Parkhill

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

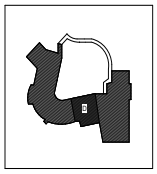
MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

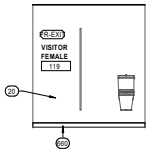


#	DATE	DESCRIPTION
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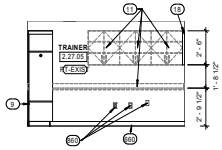
Exterior Elevations_Building D

A-201D

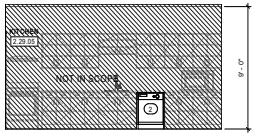
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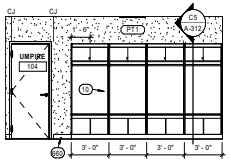
E2 INTERIOR ELEVATION
1/4" = 1'-0"



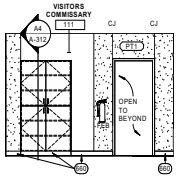
E3 INTERIOR ELEVATION
1/4" = 1'-0"



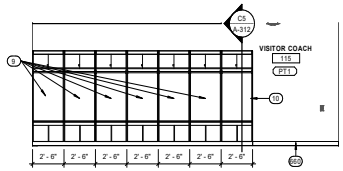
E4 INTERIOR ELEVATION
1/4" = 1'-0"



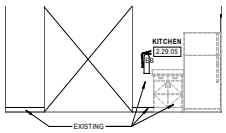
E5 INTERIOR ELEVATION
1/4" = 1'-0"



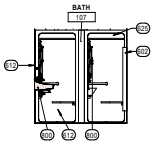
D2 INTERIOR ELEVATION
1/4" = 1'-0"



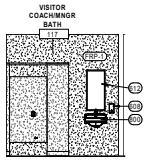
D3 INTERIOR ELEVATION
1/4" = 1'-0"



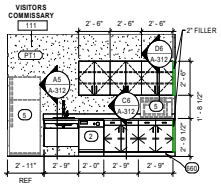
D4 INTERIOR ELEVATION
1/4" = 1'-0"



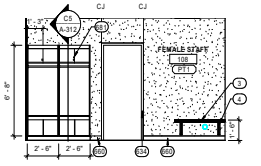
D5 INTERIOR ELEVATION
1/4" = 1'-0"



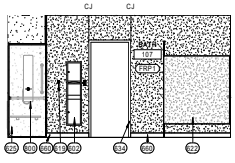
C2 INTERIOR ELEVATION
1/4" = 1'-0"



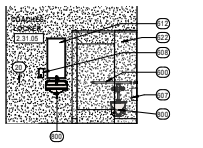
C3 INTERIOR ELEVATION
1/4" = 1'-0"



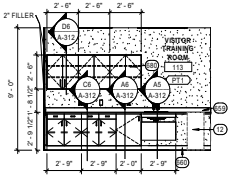
C4 INTERIOR ELEVATION
1/4" = 1'-0"



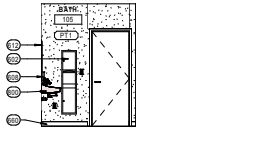
C5 INTERIOR ELEVATION
1/4" = 1'-0"



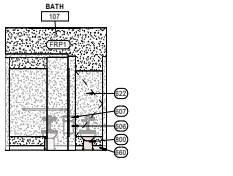
B2 INTERIOR ELEVATION
1/4" = 1'-0"



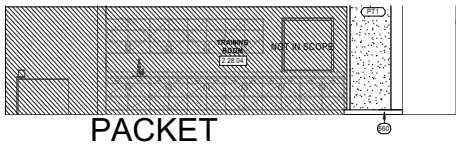
B3 INTERIOR ELEVATION
1/4" = 1'-0"



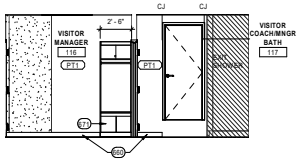
B4 INTERIOR ELEVATION
1/4" = 1'-0"



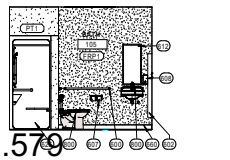
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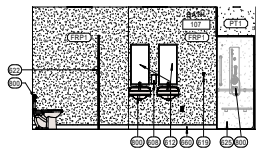
A1 INTERIOR ELEVATION
1/4" = 1'-0"



A3 INTERIOR ELEVATION
1/4" = 1'-0"



A4 INTERIOR ELEVATION
1/4" = 1'-0"



A5 INTERIOR ELEVATION
1/4" = 1'-0"

GENERAL NOTES

A. CONTRACTOR TO VERIFY ALL DIMENSIONS.
B. REFERENCE SHEET G-021 AND G-022 FOR ACCESSIBILITY STANDARD HEIGHTS.
C. ANY ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED BY THE CONTRACTOR SHALL BE REPORTED PROMTLY TO THE ARCHITECT OR ENGINEER AS A REQUEST FOR INFORMATION.
D. CONTRACTOR SHALL NOT SCALE THESE DRAWINGS FOR CONSTRUCTION PURPOSES. IN THE EVENT OF OMISSION OF NECESSARY DIMENSIONS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OR ENGINEER AS A REQUEST FOR INFORMATION.
E. ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES, STANDARDS, AND REGULATIONS.
F. CONTRACTOR SHALL COORDINATE, OBTAIN, AND MAINTAIN ALL BUILDING PERMITS REQUIRED FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY.
G. CONTACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SUCH SAFETY.
H. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.
I. DURING CONSTRUCTION, AND PRIOIR TO THE INCORPORATIONOF ANY CHANGES, REVISIONS, MODIFICATIONS AND/OR DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS, CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ARCHITECT OR ENGINEER AND OBTAIN APPROVAL FROM THE GOVERNING BUILDING OFFICIAL BEFORE PROCEEDING WITH THE WORK.
J. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, RECOMMENDATIONS AND/OR SPECIFICATIONS.
K. COORDINATE ALL BLOCKING FOR OWNER PROVIDED EQUIPMENT.

KEY NOTES

AS INDICATED BY: (#)

2	DISH WASHER
3	ADA BENCH, ESIA-501
4	RAKKS BRACKET
5	TENANT FURNISHED
9	RELOCATED LOCKERS
10	NEW WOOD LOCKERS TO MATCH EXIST
11	RELOCATE FROM OLD TRAINING ROOM
12	HYDROCOLLATOR, TFTI
18	SALVAGED FILLER
20	EXIT WALL PATCH AND PAINT TO MATCH
552	FEB
600	GRAB BAR (GB)
602	COMBINATION PAPER TOWEL DISPENSER/WASTE RECEPTACLE (PTDWR)
606	SANITARY NAPKIN DISPOSAL (SND)
607	TLT TISSUE DISPENSER (TTD-1)
608	SOAP DISPENSER (SD)
612	MIRROR (M1)
619	TOWEL HOOK
622	TLT PARTITION
625	ADA COMPLIANT SHOWER
634	(MTL1) THRESHOLD TO TRANSITION MATERIALS THROUGH DOORWAY
659	REF INT
660	BASE, AS SCHED
671	LOCKERS (L2)
680	MILLWORK
681	LATCH FOR PAD/COMBO LOCK
800	REF PLUMBING
860	REF ELECT

PACKET 11.570 May 10, 2022

4/27/2022 9:16:54 AM

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

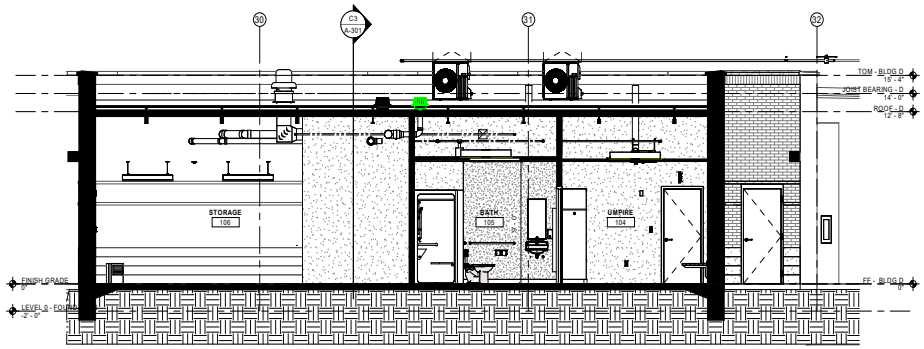
#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Interior Elevations

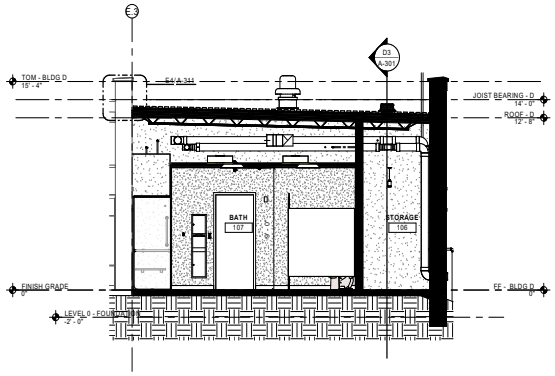
A-211

GENERAL NOTES

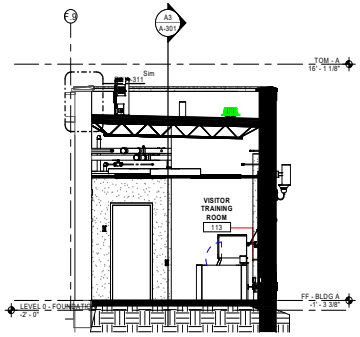
A. VERIFY DIMENSIONS.



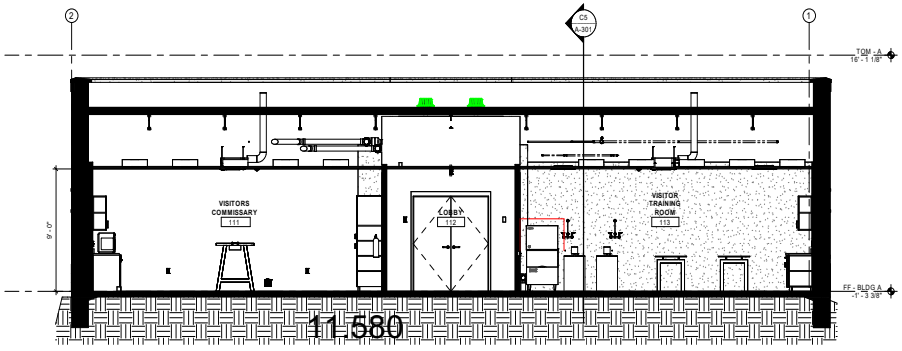
D3 BS - BLDG D - 01
1/4" = 1'-0"



C3 BS - BLDG D - 02
1/4" = 1'-0"



C5 BS - BLDG A - 02
1/4" = 1'-0"



A3 BS - BLDG A - 01
1/4" = 1'-0"

PACKET 11,580 May 10, 2022

Parkhill

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

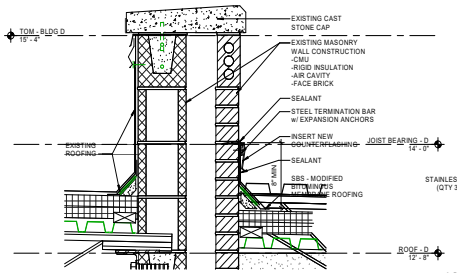
Building Sections

A-301

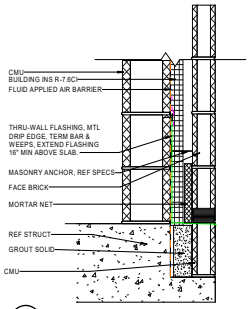
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GENERAL NOTES

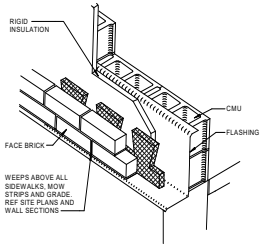
A. WALL SECTION NOTES AS NEEDED.



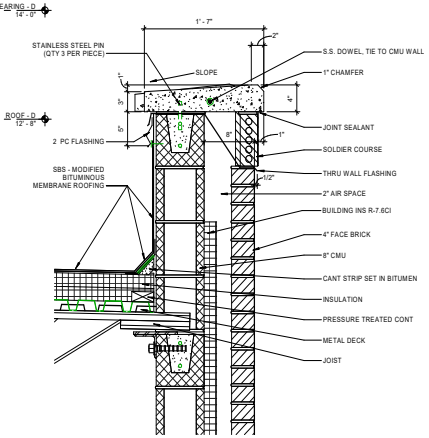
E4 DETAIL
1 1/2" = 1'-0"



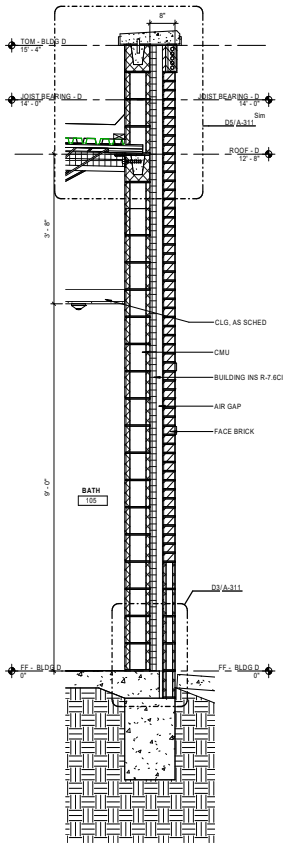
D3 DETAIL
1 1/2" = 1'-0"



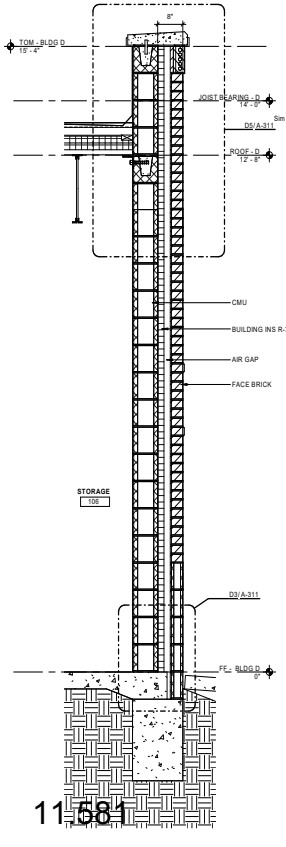
D4 DETAIL
1 1/2" = 1'-0"



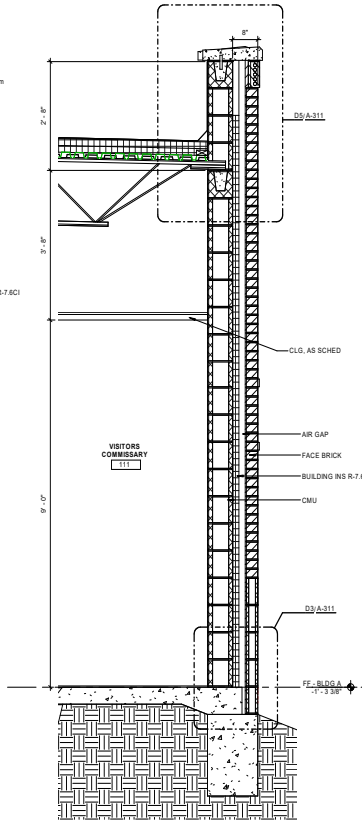
D5 PARAPET WITH CAST STONE
1 1/2" = 1'-0"



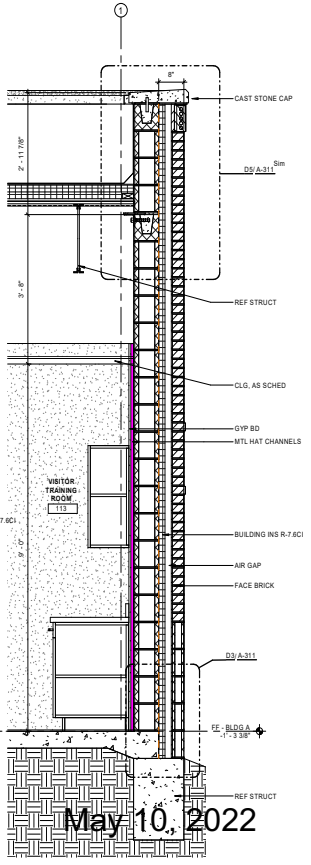
A3 WALL SECTION
3/4" = 1'-0"



A4 WALL SECTION
3/4" = 1'-0"



A5 WALL SECTION - BLDG A
3/4" = 1'-0"



A6 WALL SECTION - BLDG A
3/4" = 1'-0"

PACKET

11581

May 10, 2022

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

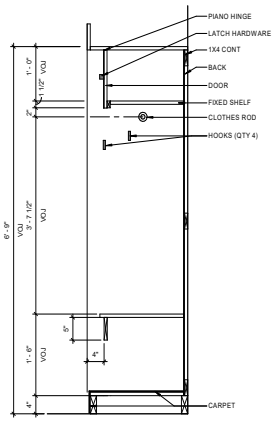
Wall Sections

A-311

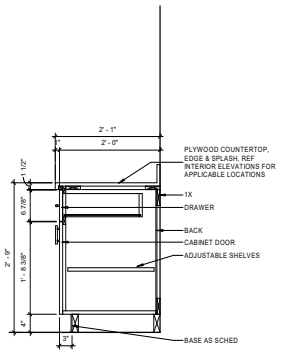
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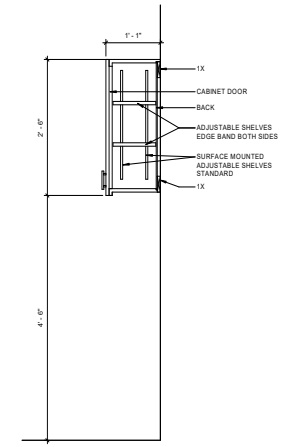
MILLWORK ELEVATION EXISTING LOCKERS



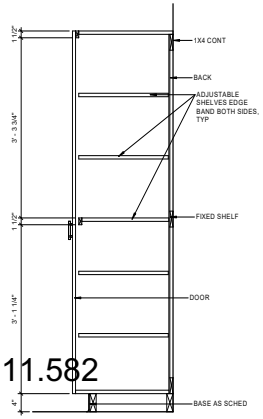
C5 MILLWORK SECTION
1" = 1'-0"



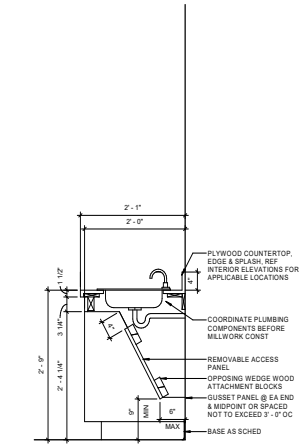
C6 MILLWORK SECTION
1" = 1'-0"



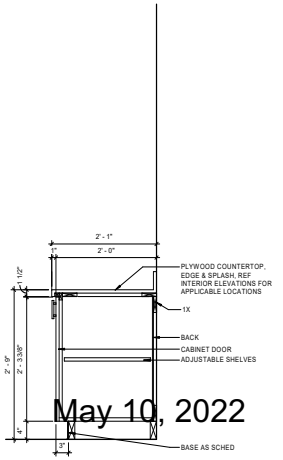
D6 MILLWORK SECTION
1" = 1'-0"



A4 MILLWORK SECTION
1" = 1'-0"



A5 MILLWORK SECTION
1" = 1'-0"



A6 MILLWORK SECTION
1" = 1'-0"

PACKET

11.582

May 10, 2022

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Millwork Sections

A-312

4/27/2022 9:16:56 AM

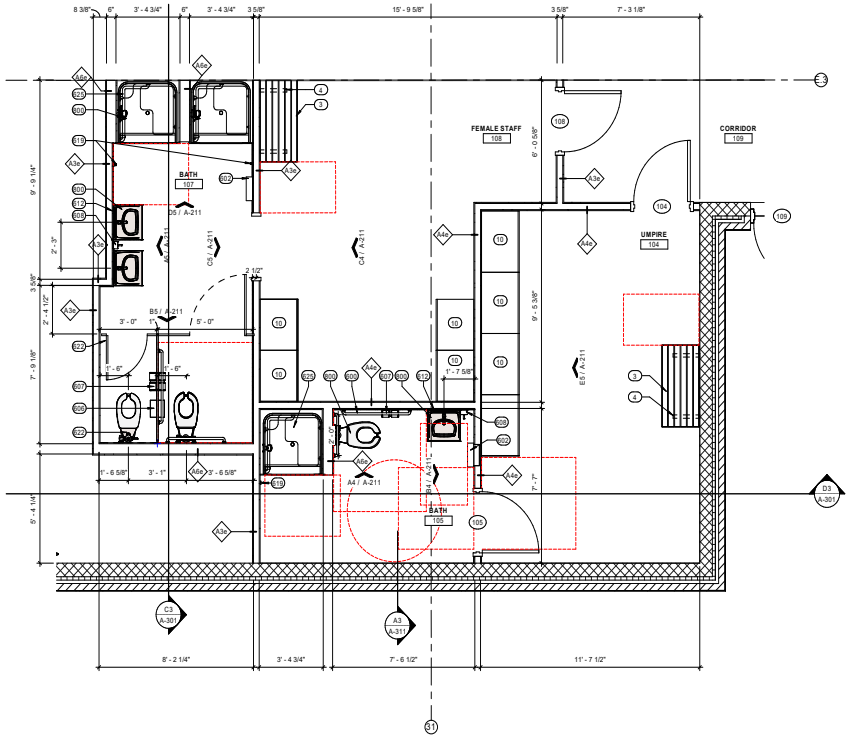
GENERAL NOTES

A. REFERERENCE SHEET G-021 AND G-022 ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING HEIGHTS/LOCATIONS FOR TOILET ROOM ACESSORIES.
B. ANY ERRORS, INCONISTENCIES OR OMISSIONS DISCOVERED BY THE CONTRACTOR SHALL BE REPORTED PROMTLY TO THE ARCHITECT OR ENGINEER AS A REQUEST FOR INFORMATION.
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G. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.
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I. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, RECOMMENDATIONS AND/OR SPECIFICATIONS.
J. COORDINATE ALL BLOCKING FOR OWNER PROVIDED EQUIPMENT.

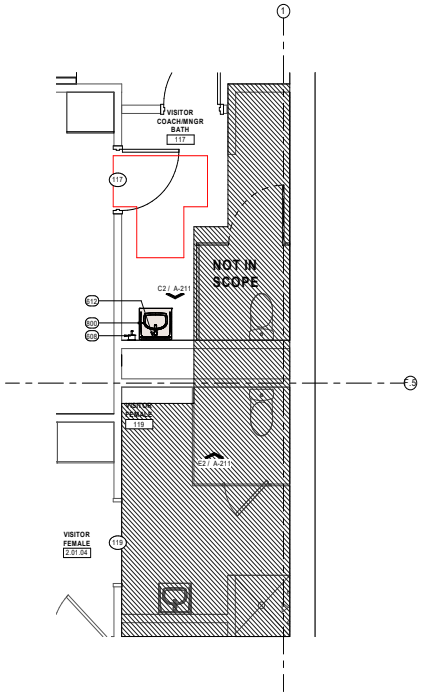
KEY NOTES

AS INDICATED BY: (#)

3	ADA BENCH; ESIA-501
4	RAKKS BRACKET
10	NEW WOOD LOCKERS TO MATCH EXIST
600	GRAB BAR (GB)
602	COMBINATION PAPER TOWEL DISPENSER/WASTE RECEPTACLE (PTDWR)
606	SANITARY NAPKIN DISPOSAL (SND)
607	TLT TISSUE DISPENSER (TTD-1)
608	SOAP DISPENSER (SD)
612	MIRROR (MI1)
619	TOWEL HOOK
622	TLT PARTITION
625	ADA COMPLIANT SHOWER
800	REF PLUMBING



A1 FLR 1 - ENL FP - BLDG D - HOME - ADDITION
3/8" = 1'-0"



A4 FLR 1 - ENL FP - BLDG A - VISITORS - ADDITION
3/8" = 1'-0"

PACKET 11.583

May 10, 2022

Parkhill

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

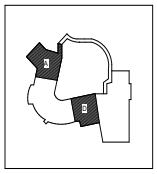
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

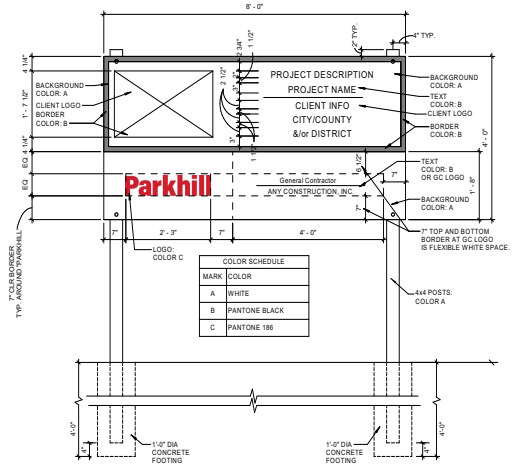


#	DATE	DESCRIPTION
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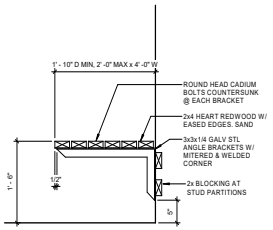
Enlarged Plans

A-401

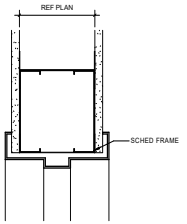
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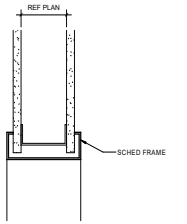
D1 PROJECT SIGN
3/4" = 1'-0"



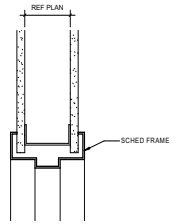
E3 ADA-TRANSFER BENCH
1" = 1'-0"



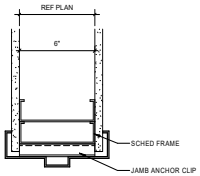
E4 HEAD -MTL STUD -SNGL
3" = 1'-0"



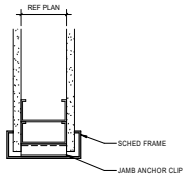
E5 HEAD -MTL STUD -CASED
3" = 1'-0"



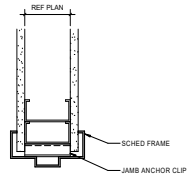
E6 HEAD -MTL STUD -SNGL
3" = 1'-0"



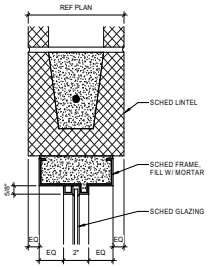
D4 JAMB -MTL STUD -SNGL
3" = 1'-0"



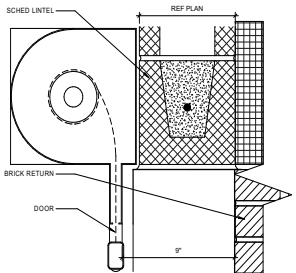
D5 JAMB -MTL STUD -CASED
3" = 1'-0"



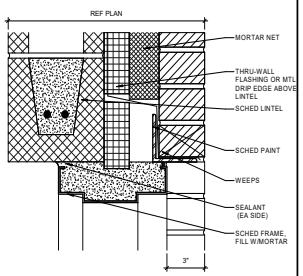
D6 JAMB -MTL STUD -SNGL
3" = 1'-0"



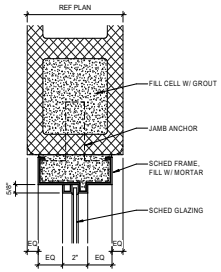
C4 HEAD
3" = 1'-0"



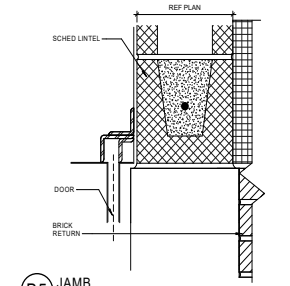
C5 HEAD
3" = 1'-0"



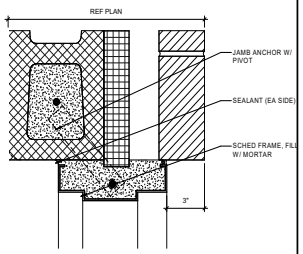
C6 HEAD
3" = 1'-0"



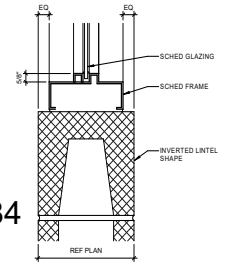
B4 JAMB
3" = 1'-0"



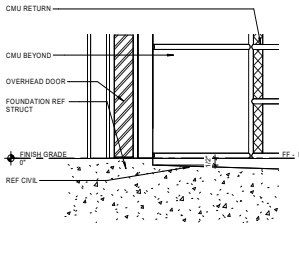
B5 JAMB
3" = 1'-0"



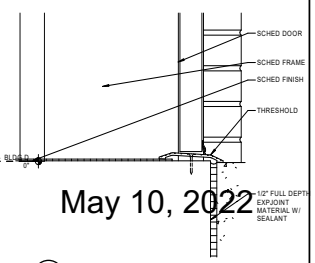
B6 JAMB
3" = 1'-0"



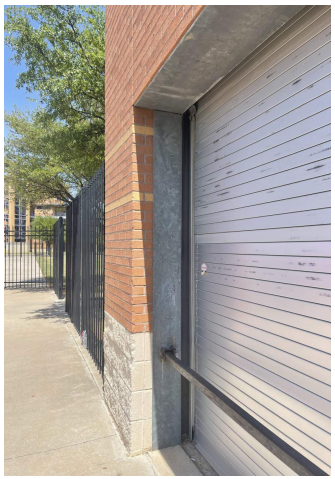
A4 SILL
3" = 1'-0"



A5 SILL
3" = 1'-0"



A6 SILL
3" = 1'-0"



EXISTING OVERHEAD DOOR

PACKET

11.584

May 10, 2022

Parkhill

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

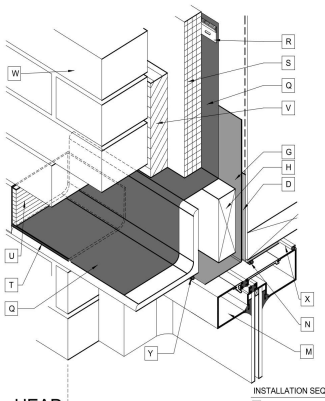
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

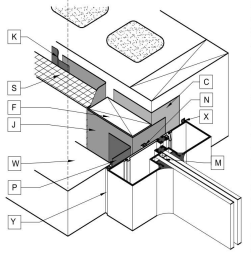
Details

A-501

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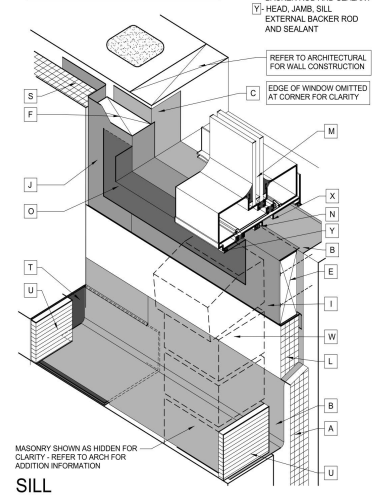
HEAD



INSTALLATION SEQUENCE:

- A - BASE RIGID INSULATION
- B - SILL OPENING FLASHING
- C - JAMB OPENING FLASHING
- D - HEAD OPENING FLASHING
- E - SILL NAILER
- F - JAMB NAILER
- G - HEAD FLASHING
- H - HEAD NAILER
- I - SILL FLASHING
- J - JAMB FLASHING
- K - JAMB FLASHING EDGE SEAL
- L - SILL INSULATION
- M - WINDOW UNIT FRAME
- N - HEAD, JAMB, SILL MID SEALANT AND BACKER ROD
- O - SILL PERIMETER FLASHING
- P - JAMB PERIMETER FLASHING
- Q - HEAD LINTEL FLASHING
- R - HEAD TERM BAR, 3 COURSE AND MASTIC
- S - HEAD, JAMB RIGID INSULATION
- T - HEAD AND SILL END DAMS
- U - HEAD AND SILL WEEPS
- V - HEAD MORTAR NET
- W - EXTERIOR VENEER
- X - HEAD, JAMB, SILL INTERNAL BACKER ROD AND SEALANT
- Y - HEAD, JAMB, SILL EXTERNAL BACKER ROD AND SEALANT

JAMB



SILL

1 WINDOW ASSEMBLY - CMU BRICK
3" = 1'-0"

GENERAL NOTES - ENVELOPE FLASHING

A. FLASHING CONFIGURATIONS ARE SHOWN GENERICALLY TO DEPICT FLASHING APPLICATION AND LOCATION AROUND OPENINGS.

B. ALL ROOF DRAIN OUTLETS TO GRADE SHALL BE SEALED WITH SEALANT & FLEXIBLE BACKER ROD AND FLEXIBLE MEMBRANE.

C. COORDINATE FLASHING APPLICATION & LOCATIONS WITH ARCHITECTURAL ELEMENTS LOCATED AND IDENTIFIED IN ARCHITECTURAL DETAILS. REFER TO SERIES CL-XXX SHEETS FOR FURTHER INFORMATION.

D. THE BASIS OF DESIGN IS FOR THE WINDOWS, DOORS AND OTHER WALL PENETRATIONS TO BE INSTALLED, FLASHED AND WATER TESTED PRIOR TO VENEER INSTALLATION.

E. FLEXIBLE MEMBRANE FLASHING COLOR TO MATCH MORTAR COLOR.

F. ALL ALUMINUM FRAMES SHALL CONTAIN THERMALLY BROKEN BACKER PLATE IN OPEN THROAT OF FRAME.

G. PROVIDE ALUMINUM CAP FILLER AT TOP/BOTTOM OPENINGS AND ALL ALUMINUM FRAME MULLIONS.

H. PROVIDE WOOD NAILERS AS REQUIRED AND DETAILED AROUND PERIMETER OF OPENING FOR FRAME FASTENING AS REQUIRED BY MFG.

J. CONTRACTOR SHALL COORDINATE LOCATION OF WINDOW/DOOR FLASHING AS REQUIRED TO PROVIDE AND MAINTAIN PROPER FLASHING COVERAGE TO ACHIEVE ANY SPECIFIED WARRANTY.

K. CONTRACTOR SHALL COORDINATE AND CONFIRM COMPATIBILITY OF ALL ENVELOPE PRODUCTS THAT WILL COME INTO CONTACT WITH ADJACENT MATERIALS. PROVIDE A COMPATIBILITY MATRIX FOR REVIEW FOR ALL PARTIES PRIOR TO INSTALLATION OF WATERPROOFING MATERIAL.

L. PROVIDE CONTINUOUS VERTICAL FLEXIBLE FLASHING AT ALL INSIDE/OUTSIDE BUILDING SUBSTRATE CORNERS, CHANGES IN VENEER MATERIALS AND ALL WALL EXPANSION JOINTS AS SHOWN ON DRAWINGS.

M. ISOMETRIC FLASHING ASSEMBLIES ARE FOR FLASHING INFORMATION ONLY. PLEASE REFER TO ARCHITECTURAL/STRUCTURAL DRAWINGS FOR ADDITIONAL WALL, WINDOW, DOOR AND LINTEL CONSTRUCTION INFORMATION.

PACKET 11.585 May 10, 2022

Parkhill

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ARCHITECTURE

04/25/2022

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MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT

City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.

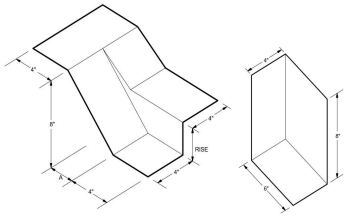
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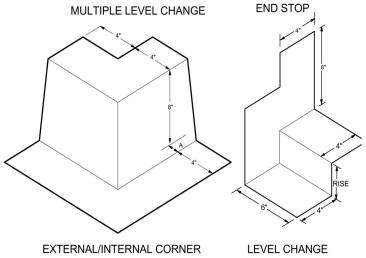
KEY PLAN

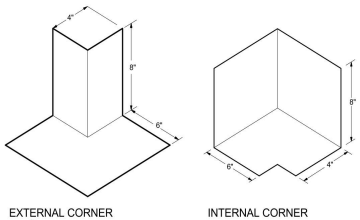
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-	04/25/2022	OWNER REVIEW

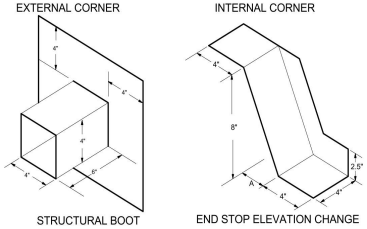
Envelope Details

A-502

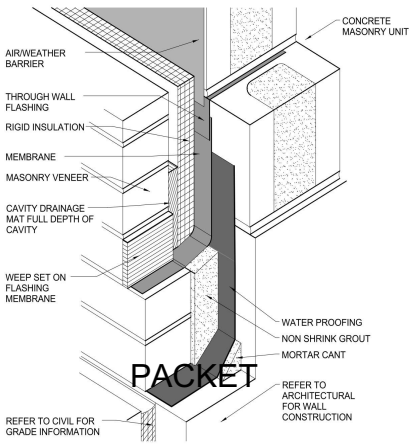




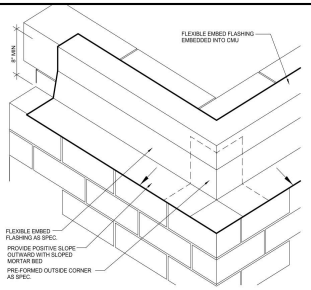




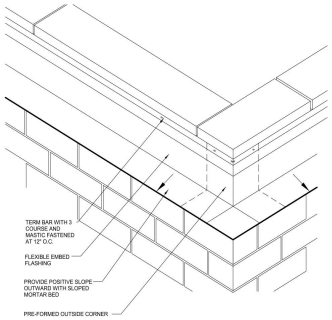
8 FLASHING BOOTS
NOT TO SCALE



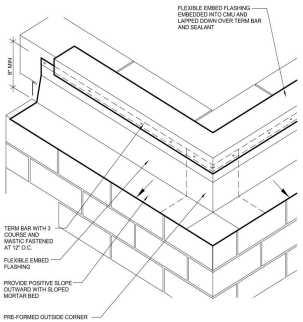
4 ENVELOPE FLASHING - THROUGH WALL BASE FLASHING - MASONRY CMU
NOT TO SCALE



OPTION C. FULL EMBED WITHOUT TERMINATION BAR

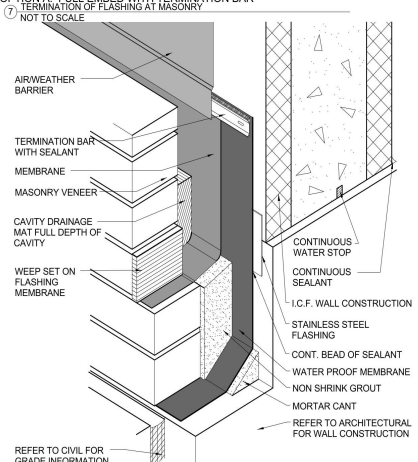


OPTION B. TERMINATION BAR ON MASONRY

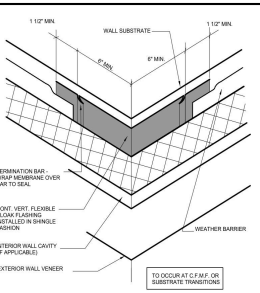


OPTION A. FULL EMBED WITH TERMINATION BAR

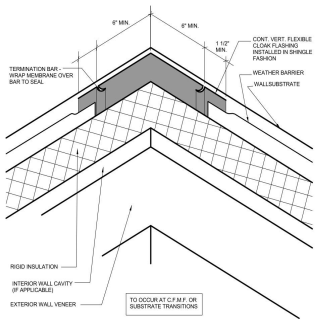
7 TERMINATION OF FLASHING AT MASONRY
NOT TO SCALE



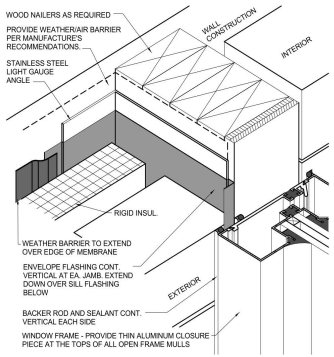
3 ENVELOPE FLASHING - THROUGH WALL BASE FLASHING WITH TERMINATION BAR AT ICF
NOT TO SCALE



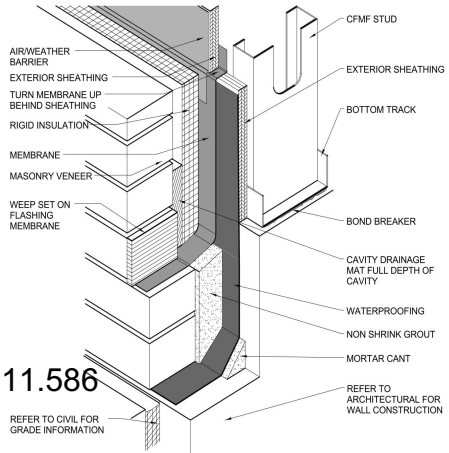
11 VERTICAL EXTERIOR CORNER
NOT TO SCALE



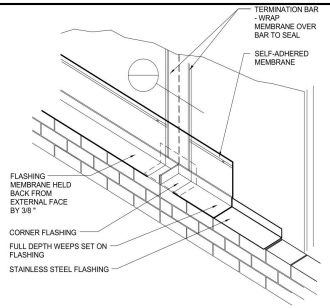
10 VERTICAL INTERIOR CORNER
NOT TO SCALE



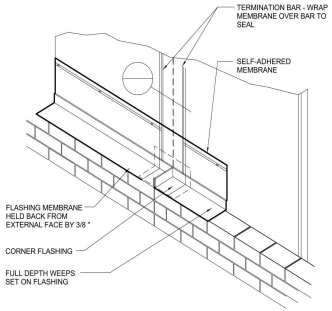
6 ENVELOPE FLASHING - VESTIBULE JAMB - 451T - THERMAL BREAK
NOT TO SCALE



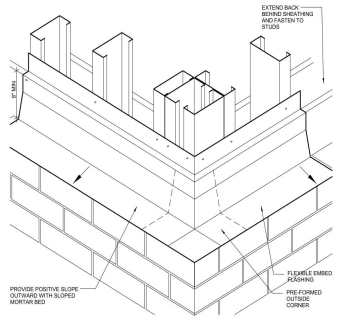
2 ENVELOPE FLASHING - THROUGH WALL BASE FLASHING - PLYWOOD
NOT TO SCALE



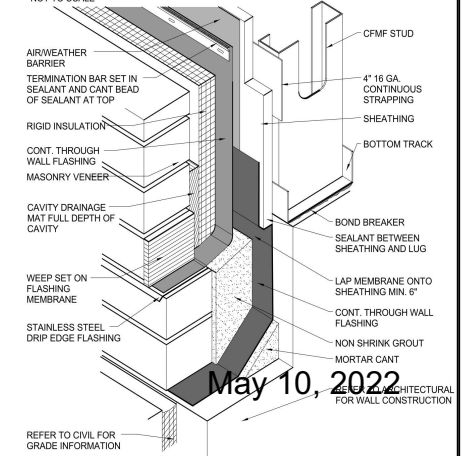
OPTION B. FLASHING AT RELIEVING ANGLE



OPTION A. FLASHING AT BASE OF WALL
9 FLASHING AT CONTROL JOINT AND EXPANSION JOINT
NOT TO SCALE



5 TERMINATION OF FLASHING AT SHEATHING
NOT TO SCALE



1 ENVELOPE FLASHING - THROUGH WALL BASE FLASHING - GYP BOARD - METAL STRAP CFMF
NOT TO SCALE

PACKET
11.586
May 10, 2022

Parkhill

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Envelope and Special Details

A-503

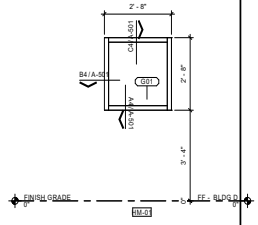
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DOOR SCHEDULE

		DOOR						FIRE	FRAME		DETAILS[5]			
MARK	PR	WIDTH[1]	WIDTH[1]	HEIGHT[1]	CONST[2]	TYPE[3]	GLAZING	RATING	CONST[4]	SIZE[4]	HEAD	JAMB	SILL	REMARKS[6]
2.29.04		3' - 0"		7' - 0"					HM01	6"	E5/A-501	D5/A-501		M6
2.29.05		3' - 0"		7' - 0"					HM01	6"	E5/A-501	D5/A-501		M6
2.29.07				7' - 0"										ELIASON DOOR AND FRAME NO HARDWARE NEEDED
103	•	3' - 0"	3' - 0"	7' - 0"	HMPF	F	-		HM01	8 1/4"	E4/A-501	D4/A-501		
104		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 7/8"	E6/A-501	D6/A-501		
105		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 7/8"	E6/A-501	D6/A-501		
106		10' - 0"		10' - 0"	ALUM	OHD			OVHD		C5/A-501	B5/A-501	A5/A-501	
106A	•	3' - 0"	3' - 0"	7' - 0"	HMPF	F	-		HM02	8 1/4"				
107		3' - 0"		7' - 0"					HM01	5 7/8"	E5/A-501	D5/A-501		M6
108		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 7/8"	E6/A-501	D6/A-501		
109		3' - 0"		7' - 0"	HMPF	F	-		HM02	8 1/4"	C6/A-501	B6/A-501	A6/A-501	
111		3' - 0"		7' - 0"					HM01	5 7/8"	E5/A-501	D5/A-501		M6
112	•	3' - 0"	3' - 0"	7' - 0"	HMPF	F	-		HM02	8 1/4"	C6/A-501	B6/A-501	A6/A-501	
113		3' - 0"		7' - 0"					HM01	5 7/8"	E5/A-501	D5/A-501		M6
115		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 7/8"	E6/A-501	D6/A-501		
115A		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 7/8"				
116		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 7/8"	D7/A-501	D6/A-501		
117		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 7/8"	E6/A-501	D6/A-501		

HOLLOW METAL FRAME SCHEDULE HM01

NOTE: FRAME FACES ARE 2" UNO



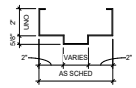
DOOR SCHEDULE FOOTNOTES X=EXISTING

1. DOOR SIZE (INDICATED IN INCHES)
   SIZE INDICATED IS NOMINAL. REDUCTION SHALL BE MADE FOR THRESHOLD & EDGE CLEARANCES. ALL DOORS ARE 1 3/4" THICK UNO
2. DOOR CONSTRUCTION/VENEER (## - REF TO I-001)
   SCTF = SOLID CORE WOOD, TRANSPARENT FINISH
   SCPF = SOLID CORE WOOD, PAINT FINISH
   SCLP = SOLID CORE WOOD, LAMINATED PLASTIC COVER
   SCIR = SOLID CORE WOOD, IMPACT RESISTANT
   HM = HOLLOW METAL
   HMLP = HOLLOW METAL, LAMINATED PLASTIC COVER
   HMPF = HOLLOW METAL, PAINT FINISH
3. DOOR TYPE
   REFER TO DOOR TYPE SCHEDULE
4. FRAME CONSTRUCTION
   REFER TO DOOR FRAME SCHEDULES
   HM = HOLLOW METAL
   HMPF = HOLLOW METAL, PAINT FINISH
   ALUM = ALUMINUM
   WDTF = SOLID WOOD, TRANSPARENT FINISH
   WDPF = SOLID WOOD, PAINT FINISH
5. DETAIL A1/A-~~701~~ ← SHEET #
   " = SIMILAR
6. REMARKS
   MISCELLANEOUS (GENERAL NOTES)
   M1 = VERIFY ROUGH OPENINGS
   M2 = DOOR TRIM TO MATCH EXISTING
   M3 = LEAD LINED DOOR & FRAME
   M4 = VERIFY FINISH OPENING SIZE
   M5 = PROVIDE HOSPITAL STOP ON FRAME. SEE STANDARD DOOR DETAILS (THIS SHEET)
   M6 = CASED OPENING FRAME
   M7 = SEE STANDARD DOOR DETAILS (THIS SHEET) FOR DOOR HEAD / TRANSOM PANEL DETAILS
7. TRANSOM
   T1 = WOOD TRANSOM TO MATCH DOOR, SIZE AS NOTED
   T2 = HOLLOW METAL TRANSOM TO MATCH EXISTING

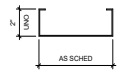
GLAZING SCHEDULE

MARK	TYPE
G01	CLEAR GLASS

STANDARD DOOR DETAILS



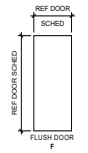
STANDARD FRAME



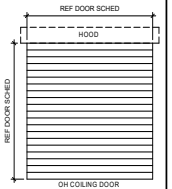
CASED OPENING FRAME

DOOR TYPE SCHEDULE

NOTE: DOOR LITE OPENINGS ARE TO LITE FRAME INTERIOR OPENING (DAYLIGHT OPENING). RIGHT EDGE OF SWING DOOR IS STRIKE EDGE. THIS LEGEND TAKES PRECEDENCE OVER OTHER DRAWINGS.

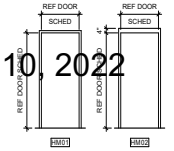


OVERHEAD DOOR TYPE SCHEDULE



HOLLOW METAL FRAME SCHEDULE HM02

NOTE: FRAME FACES ARE 2" UNO



PACKET

11.587

May 10, 2022

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ARCHITECTURE

04/25/2022

Parkhill.com

MOMENTUM BANK BALLPARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

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City of Midland

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Midland, TX 79706

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KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	OWNER REVIEW

Door & Glazing Schedule

A-601

INTERIOR MATERIAL ABBREVIATIONS

A
ACT ACOUSTICAL TILE CEILING
AWT ACOUSTICAL WALL TREATMENT

B
BG BUMPER GUARD

C
CB COVE BASE
CG CORNER GUARD
CHR CHAIR RAIL
CPT CARPET
CT CERAMIC TILE
CURT CUBICAL CURTAIN (PRIVACY, STAGE)

D
DLS DIMENSIONAL LETTERS
DRS DOUBLE ROLLER SHADE

F
FLS FLUID APPLIED SPORTS FLOORING
FP FOLDING PARTITION
FWP FABRIC WRAPPED PANELS
FBP FIBER REINFORCED PLASTIC

G
GLS ARCHITECTURAL TILE
GLT GLASS TILE
GF GLASS FILM
GT GROUT

H
HIC HIGH IMPACT WALLCOVERING
HLB HORIZONTAL LOUVER BLIND
HPC HIGH-PERFORMANCE COATING
HR HANDRAIL

K
KPI KICKPLATE

L
LINO LINOLEUM
LKR LOCKER
LVT LUXURY VINYL TILE

M
MT METAL THRESHOLD
MTL METAL TRANSITION
MTLB METAL BASE

P
PB PAINTED BASE
PC POLISHED CONCRETE
PF PLASTIC FABRICATIONS
PLAM PLASTIC LAMINATE
PMTL PAINTED METAL
PT PAINT

Q
QT QUARRY TILE
QTZ QUARTZ SLAB

R
RACC RESILIENT ACCESSORY
RB RESILIENT BASE (VINYL, RUBBER, TP)
RBR RUBBER (TILE AND SHEET)
RES RESIN PANEL
RFS RESILIENT SPORTS FLOORING
RSN PLASTIC RESIN PANEL
RVL REVEAL

S
SCN SEALED CONCRETE
SCB SELF COVE BASE
SGN SIGNAGE
SRP SLIP RESISTANT PROTECTIVE FLOORING
SRS SINGLE ROLLER SHADE
SSM SOLID SURFACE MATERIAL
SST STAINLESS STEEL
SWS SPECIAL WALL SURFACES
SV SHEET VINYL

T
TC TOILET COMPARTMENTS
TER TERRAZZO
TKBD TACKBOARD
TPF TRANSPARENT FINISH
TS TRANSITION STRIP

V
VCT VINYL COMPOSITION TILE
VWC VINYL WALL COVERING

W
WD WOOD DOOR
WDF WOOD FLOORING
WPC WOOD PANEL CEILING

INTERIOR MATERIAL LEGEND

	MARK	DESCRIPTION	MANUFACTURER	STYLE/COLLECTION	COLOR	REMARKS
06 41 16 - PLASTIC LAMINATE CLAD ARCHITECTURAL CABINETS						
	PLAM1	PLASTIC LAMINATE	FORMICA		MATCH TO EXISTING	
06 61 00 - SOLID SURFACE WALL SURROUND AND SHOWER PAN						
	SSM1	SOLID SURFACE MATERIAL	INPRO		DUSK | (A1) P9781	
08 14 23.16 PLASTIC LAMINATE FACED WOOD DOORS						
	PLAM1	PLASTIC LAMINATE DOOR	FORMICA		MATCH TO EXISTING	
09 51 23 - ACOUSTIC TILE CEILINGS						
	ACT1	ACOUSTIC CEILING TILE (FIELD)	REFERENCE SPECIFICATION		MATCH TO EXISTING	
		SIZE	24" X 24"			
09 65 13 - RESILIENT BASE AND ACCESSORIES						
	RB1	RESILIENT BASE	REFERENCE SPECIFICATION		MATCH TO EXISTING	
		PROFILE	4" COVE WITH TOE			
	RACC1	RESILIENT TRANSITION	TARKETT	SLIMLINE TRANSITION	SLT-40-A | BLACK	CARPET TO SV1
	RACC2	RESILIENT TRANSITION	TARKETT	SLIMLINE TRANSITION	SLT-40-B | BLACK	RFS TO SV1
	MTL1	METAL THRESHOLD	POWERBOND		BRUSHED	EXISTING EPOXY TO EXISTING SHEET VINYL
09 65 16 - RESILIENT SHEET FLOORING						
	SV1	SHEET VINYL	ARMSTRONG FLOORING	MEDINTONE	DEEP GRAY | H5302	HEAT WELD ALL SEAMS
	CB1	INTEGRAL COVE BASE			MATCH TO (SV1)	CAP COVE BASE
09 65 19 - RESILIENT TILE FLOORING						
	RBR1	RUBBER TILE	MATSMATSMATS	MEGA LOCK INDUSTRIAL TILE	MATCH TO EXISTING	INSTALLATION: INTERLOCKING
		SIZE	24" X 24"			VERIFY WITH OWNER
09 67 60 - RESINOUS FLOORING						
	RF1	RESINOUS FLOORING	REFERENCE SPECFICATION		MATCH TO EXISTING	VERIFY COLOR AND TOP COAT WITH OWNER
	CB2	INTEGRAL COVE BASE	4"		MATCH TO (RF1)	VERIFY COLOR AND TOP COAT WITH OWNER
09 68 13 - TILE CARPETING						
	CPT1	CARPET TILE	PATCRAFT	WALK FORWARD | I0533 ACCESS	00590 TREK	INSTALLATION: QUARTER TURN
		SIZE	24" X 24"			
09 72 00 - DECORATIVE FIBERGLASS REINFORCED WALL PANELS						
	FRP1	FIBER REINFORCED PLASTIC	MARLITE	SMART SEAM SUBWAY	SS100 G63 WHITE SUBWAY	WITH SANICOAT
09 91 23 - INTERIOR PAINTING						
	PT1	PAINT	SHERWIN WILLIAMS		MATCH EXISTING FIELD WALL PAINT	VERIFY COLOR AND SHEEN WITH OWNER
	PT2	PAINT	SHERWIN WILLIAMS		MATCH TO EXISTING CEILING PAINT	VERIFY COLOR AND SHEEN WITH OWNER
	PT3	PAINT	SHERWIN WILLIAMS		MATCH TO EXISTING TRIM PAINT	VERIFY COLOR AND SHEEN WITH OWNER
	SCN1	SEALED CONCRETE	SHERWIN WILLIAMS	REFERENCE SPECIFICATION	CLEAR	VERIFY COLOR AND SHEEN WITH OWNER
10 21 13.13 - METAL TOILET COMPARTMENTS						
	TC1	TOILET COMPARTMENTS	REFERENCE SPECIFICATION		MATCH TO EXISTING	
10 26 00 - WALL AND DOOR PROTECTION						
	CG1	CORNER GUARD	CS ACROVYN		CLEAR	INSTALL ABOVE WALL BASE
		HEIGHT	FULL HEIGHT			
10 51 16 - WOOD LOCKERS						
	LKR1	WOOD LOCKERS	REFERENCE SPECFICATION		MATCH TO EXISTING	
12 36 16 - METAL COUNTERTOPS						
	MTC1	METAL COUNTERTOPS	REFERENCE SPECIFICATION		STAINLESS STEEL	

GENERAL NOTES

A. VERIFY AND COORDINATE DIMENSIONAL DISCREPANCIES (NEW AND EXISTING) FROM THIS OR ANY PLAN, SECTION OR ELEVATION WITH THE INTERIOR DESIGNER PRIOR TO CONSTRUCTION.
B. MATERIALS TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. PATCH AND REPAIR ALL ADJACENT WALLS, CEILINGS, FLOORS, AND BASE TO MATCH EXISTING WHERE DEMOLITION OR DAMAGE OCCURS. NEW FINISHES SHALL MATCH THE ADJACENT WALL, CEILING, FLOOR, AND BASE, IN TEXTURE, PATTERN, AND COLOR. INTERIOR DESIGNER SHALL APPROVE FINAL WORK.
C. PREPARE SUBSTRATES TO RECEIVE NEW FINISHES PER MFR'S GUIDELINES.
D. THE INTERIOR MATERIAL LEGEND LISTS THE COLORS, PATTERNS AND TEXTURES REQUIRED FOR INTERIOR FINISHES, INCLUDING BOTH FACTORY APPLIED COLORS THAT ARE EXPOSED TO VIEW IN THE FINISHED CONSTRUCTION. SPECIFIC LOCATIONS WHERE THE VARIOUS MATERIALS ARE REQUIRED ARE INDICATED IN DRAWING. WHEN COLOR IS NOT DESIGNATED FOR ITEMS, THE CONTRACTOR SHALL ASK FOR A COLOR SELECTION.
E. ALL DISSIMILAR FLOORING SHALL BE TERMINATED IN THE CENTERLINE OF THE DOOR UNO, AND WITH AN ADA COMPLIANT TRANSITION IN HEIGHT REQUIRED TO ACCOMMODATE HEIGHT OF MATERIAL AS SPECIFIED IN THE PROJECT MANUAL.
F. LENGTH OF FLOORING PRODUCT SHALL BE INSTALLED AS INDICATED BY THE DIRECTION OF ARROWS UNO.

GENERAL FINISH NOTES

FLOORS:
A. REFERENCE FINISH PLAN FOR FLOOR FINISH DESIGNATIONS AND SCOPE.

BASE:
A. WHERE INTEGRAL COVE BASE IS SCHEDULED, IT SHALL MATCH THE FLOORING AND METAL TRIM SHALL BE USED TO CAP THE COVE BASE.

WALLS:
A. ALL WALLS SHALL BE PAINTED (PT1) UNO.
B. RESTROOM WALLS SHALL RECEIVE (FRP1) FROM TOP OF BASE TO CEILING WHERE SCHEDULED.

CEILINGS:
A. ACOUSTICAL CEILING SHALL BE (ACT1).
B. DRYWALL CEILINGS SHALL BE PAINTED (PT2) UNO.

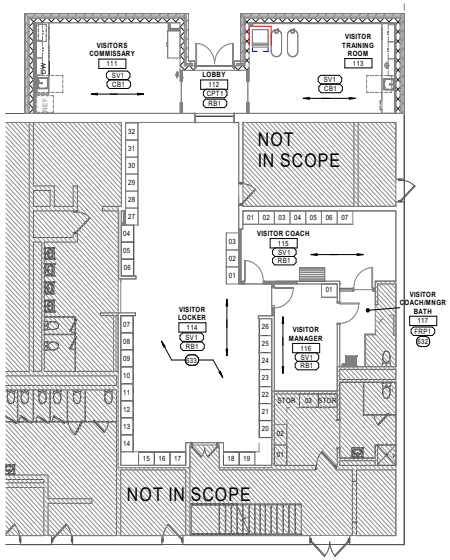
MILLWORK:
A. UPPER AND LOWER MILLWORK SHALL BE (PLAM1) UNO.
B. COUNTERTOPS SHALL BE (MTLC1).

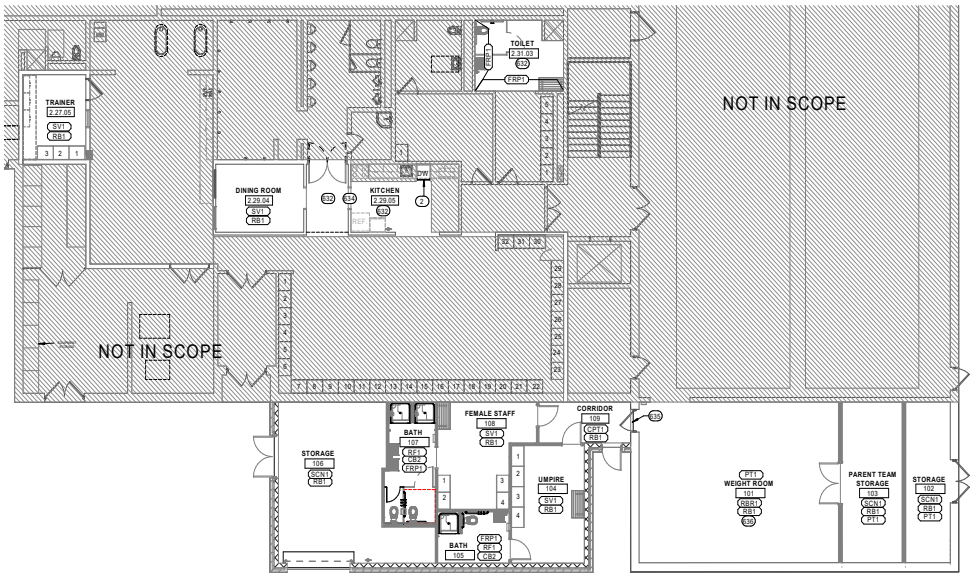
MISCELLANEOUS:
A. DOOR AND WINDOW TRIM SHALL BE (PT3).
B. HANDRAILS SHALL BE (PT3).
C. PAINTED DOORS SHALL BE (PT1) UNO.

KEY NOTES

AS INDICATED BY: (#)

2	DISH WASHER
632	NO FLOORING SCOPE IN THIS AREA
633	EXISTING CARPET BASE TO REMAIN; PROTECT FROM DAMAGE
634	(MTL1) THRESHOLD TO TRANSITION MATERIALS THROUGH DOORWAY
635	INSTALL NEW CARPET UNDER EXISTING THRESHOLD
636	PATCH INTO EXISTING FLOORING AND REPAIR BASE AS REQUIRED TO MATCH EXISTING





PACKET

11.588

May 10, 2022

A4 VISTIORS CLUB HOUSE REMODEL
1/8" = 1'-0"

C2 FIRST FLOOR PLAN - BUILDING D - HOME CLUB HOUSE
1/8" = 1'-0"

PLAN N

0 4' 8' 16'

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04/25/2022

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

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City of Midland

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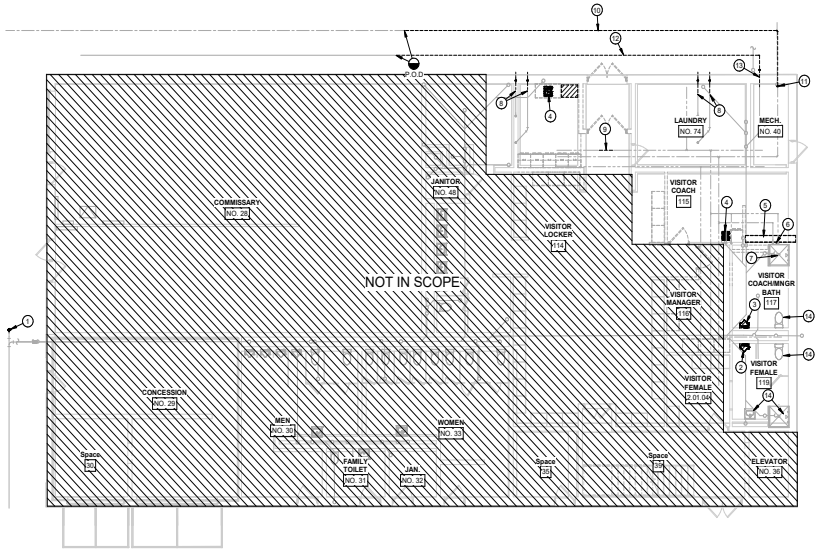
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Interior Material Legend, Abbreviations and Finish Plans

I-100

GENERAL NOTES

A. REFER TO GENERAL NOTES ON P-001.



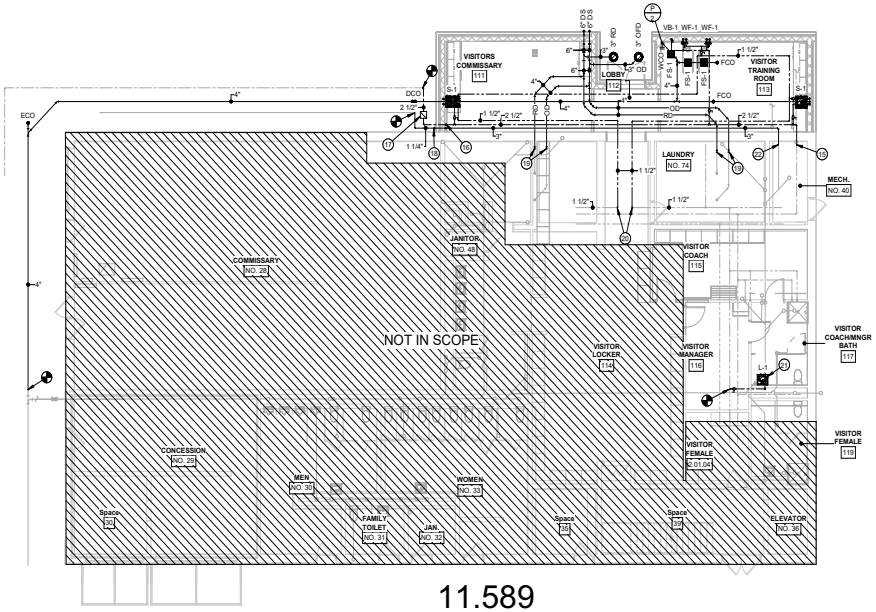
1 PLUMBING DEMO PLAN - VISITORS CLUB HOUSE
1/8" = 1'-0"

NORTH

KEY NOTES

AS INDICATED BY: (#)

1 REMOVE EXISTING CLEANOUT AND PREPARE PIPING FOR CONNECTION TO NEW SEWER LINE.
2 REMOVE EXISTING URINAL. CAP ALL PIPING INSIDE WALL AND PATCH WALL TO MATCH EXISTING.
3 REMOVE EXISTING URINAL. PREPARE WATER AND SEWER LINES FOR CONNECTION TO NEW LAVATORY.
4 REMOVE EXISTING SINK. CAP PIPING INSIDE WALL AND PATCH WALL TO MATCH EXISTING.
5 REMOVE EXISTING TRENCH DRAIN. CAP SEWER LINE BELOW FLOOR, PATCH FLOOR TO MATCH EXISTING.
6 REMOVE EXISTING WATER PIPING AT GROUND LEVEL. CAP PIPING INSIDE WALL AND PATCH WALL TO MATCH EXISTING.
7 ENSURE PIPING SERVING SHOWER SHALL REMAIN IN OPERATION.
8 REMOVE EXISTING ROOF AND OVERFLOW PIPING BACK TO A POINT SO NEW PIPING CAN BE CONNECTED. PREPARE PIPING FOR NEW CONNECTIONS.
9 REMOVE SECTION OF EXISTING HOT WATER PIPING AS REQUIRED TO EXTEND LOOP INTO NEW ADDITION.
10 REMOVE EXISTING WATER PIPING THAT IS LOCATED UNDER NEW ADDITION.
11 REMOVE VERTICAL SECTION OF WATER LINE. CAP WATER LINE AT FLOOR AND PREPARE OVERHEAD LINE FOR CONNECTION TO NEW WATER LINE.
12 REMOVE EXISTING GAS PIPING THAT IS LOCATED UNDER NEW ADDITION.
13 REMOVE EXISTING GAS PIPING THRU WALL AND VERTICAL PIPE IN MECH ROOM. PREPARE PIPING FOR CONNECTION TO NEW GAS LINE. RELOCATE EXISTING PRESSURE REGULATOR AS SHOWN.
14 EXISTING PLUMBING FIXTURE TO REMAIN.
15 CONNECT NEW 2 1/2" WATER LINE TO EXISTING IN MECH ROOM.
16 ROUTE NEW 2 1/2" WATER LINE UP IN WALL TO ABOVE CEILING.
17 PROVIDE BUTTERFLY SHUTOFF VALVE IN BOX BELOW GRADE.
18 ROUTE 1 1/4" GAS LINE OUT OF GROUND, PROVIE SHUT OFF AN RELOCATED REGULATOR, THEN ROUTE 3" INTO BUILDING AND UP IN WALL.
19 CONNECT NEW ROOF AND OVERFLOW DRAIN PIPING TO EXISTING ABOVE CEILING.
20 CONNECT TO EXISTING HOT WATER PIPING AND EXTEND LOOP INTO NEW ADDITION.
21 PROVIDE NEW LAVATORY AS SCHEDULED. CONNECT TO EXISTING COLD WATER AND SEWER. RUN NEW 1/2" HOT WATER TO LAV AS SHOWN.
22 CONNECT NEW 3" GAS LINE TO EXISTING IN MECH ROOM.



2 PLUMBING PLAN - VISITORS CLUB HOUSE
1/8" = 1'-0"

NORTH

PACKET 11.589 May 10, 2022

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Scharbauer Sports Complex

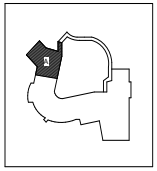
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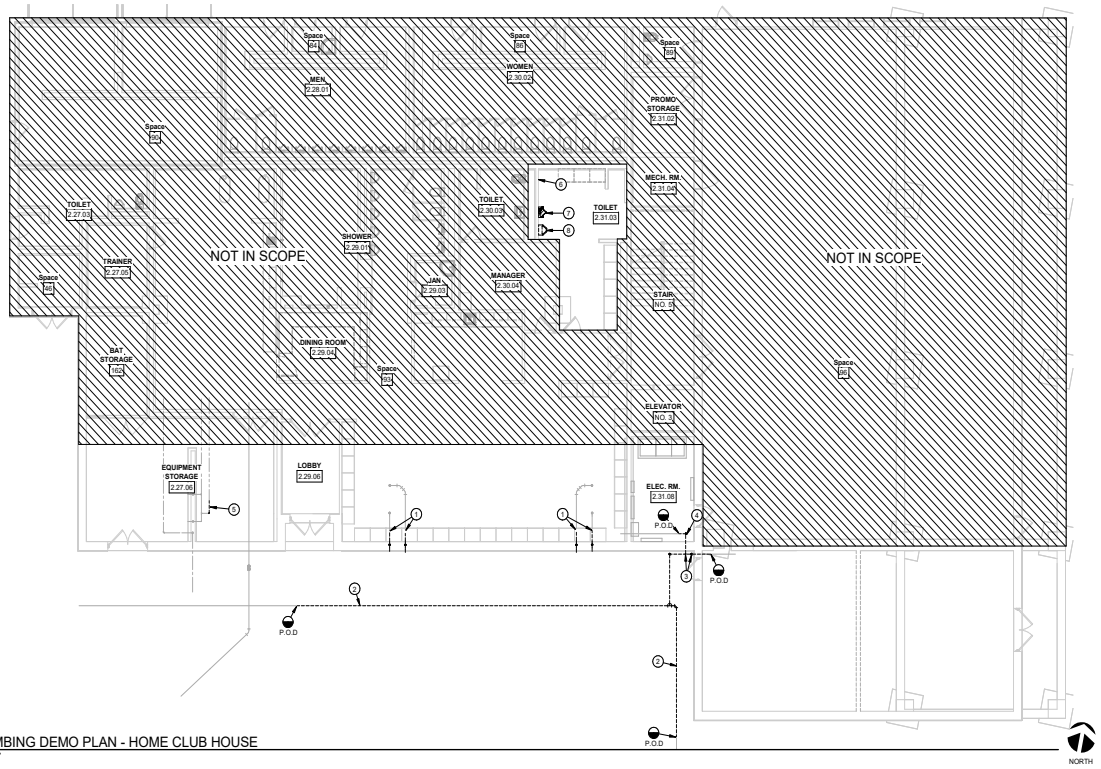
KEY PLAN



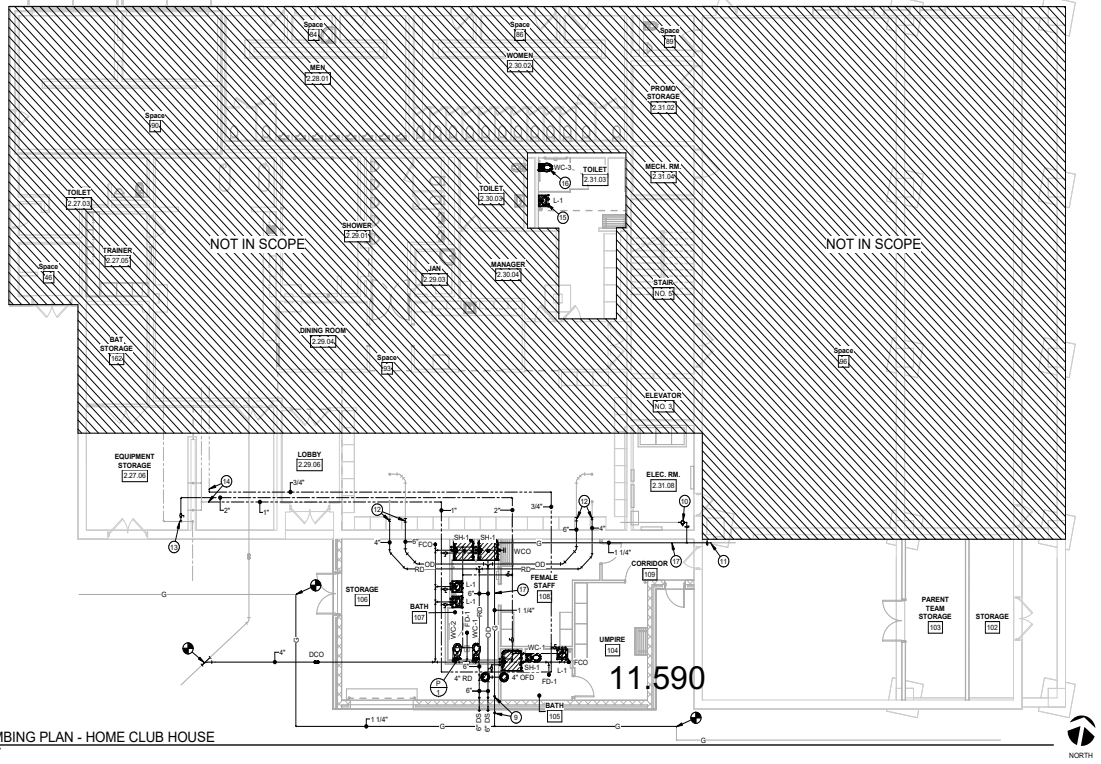
#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Plumbing Plan - First Floor - Visitors Club House

P-111A



1 PLUMBING DEMO PLAN - HOME CLUB HOUSE
1/8" = 1'-0"



2 PLUMBING PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

GENERAL NOTES

A. REFER TO GENERAL NOTES ON P-001.

KEY NOTES

AS INDICATED BY (#)

1 REMOVE EXISTING ROOF AND OVERFLOW PIPING BACK TO A POINT SO NEW PIPING CAN BE CONNECTED. PREPARE PIPING FOR NEW CONNECTIONS.
2 REMOVE EXISTING GAS PIPING THAT IS LOCATED UNDER NEW ADDITION.
3 REMOVE EXISTING GAS LINE INTO BUILDING AND UP TO ROOF. RELOCATE REGULATOR TO ROOF ABOVE ELECTRICAL ROOM.
4 REMOVE EXISTING GAS LINE IN ELECTRICAL ROOM. CAP GAS PIPE ABOVE AND BELOW ROOF AND LEAVE THRU ROOF.
5 REMOVE SECTION OF EXISTING HOT WATER PIPING AS REQUIRED TO EXTEND LOOP INTO NEW ADDITION.
6 LOCATE EXISTING SEWER AND WATER PIPING IN WALL FROM WATER CLOSET REMOVED IN PREVIOUS RENOVATION. PREPARE PIPING FOR CONNECTION TO NEW WATER CLOSET.
7 REMOVE EXISTING URINAL. PREPARE WATER AND SEWER LINES FOR CONNECTION TO NEW LAVATORY.
8 REMOVE EXISTING LAVATORY. CAP SEWER AND COLD WATER PIPING IN WALL. PATCH WALL TO MATCH. PREPARE HOT WATER PIPING TO EXTEND TO NEW LAVATORY POSITION.
9 ROUTE 1 1/4" GAS LINE OUT OF GROUND, PROVIDE SHUTOFF AND ROUTE INTO BUILDING THEN UP THRU ROOF.
10 PROVIDE RELOCATED REGULATOR ON ROOF AND CONNECT TO EXISTING PIPING.
11 CONNECT TO EXISTING GAS LINE ON ROOF.
12 CONNECT NEW ROOF AND OVERFLOW DRAIN PIPING TO EXISTING ABOVE CEILING.
13 CONNECT NEW 2" COLD WATER TO EXISTING 2 1/2" CW LINE.
14 CONNECT TO EXISTING HOT WATER PIPING AND EXTEND LOOP INTO NEW ADDITION.
15 PROVIDE NEW LAVATORY AS SCHEDULED. CONNECT TO EXISTING COLD WATER AND SEWER. RUN NEW 1/2" HOT WATER TO LAV AS SHOWN.
16 PROVIDE NEW WATER CLOSET AS SCHEDULED. CONNECT TO EXISTING PIPING IN WALL. EXISTING CARRIER IS IN WALL. PROVIDE NECESSARY HARDWARE TO INSTALL NEW WATER CLOSET.
17 GAS LINE RUN ON ROOF.

PACKET 11.590 May 10, 2022

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04/25/2022

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MOMENTUM BALL PARK
Scharbauer Sports Complex

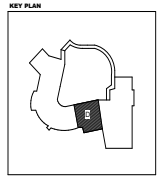
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Plumbing Plan - First Floor - Home Club House

P-111D

R_v22 4/26/2022 10:55:00 AM

PLUMBING FIXTURE MOUNTING HEIGHT

* ALL DIMENSIONS ARE IN INCHES AND FROM FINISHED FLOOR	AGES: 13 THROUGH ADULTS	
	ADA/TAS	STANDARD (4)
WATER CLOSETS		
TOP OF SEAT	17 - 19 MAX	16 - 18 MAX
FLUSH CONTROLS (HANDLE HEIGHT)	30 MAX	30 MAX
URINALS		
RIM OF BASIN	17 MAX	24 MAX
MINIMUM DEPTH (5)	13 1/2 MIN	13 1/2 MIN
FLUSH CONTROLS (HANDLE HEIGHT)	46 MAX	46 MAX
LAVATORIES AND SINKS		
RIM (10)	34 MAX	34 MAX
KNEE CLEARANCE	27 MIN	27 MIN
FRONT EDGE TO WALL/FAUCET HANDLE	20 -25 MAX	20 -25 MAX
SHOWERS		
FIXED HEAD (NON-MEDICAL APPLICATION)	48 MAX	60"
ADJUSTABLE HEAD (9)	48 MAX	60"
HOSE LENGTH	59 MIN	---

NOTES:
1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF PLUMBING FIXTURES, GRAB BARS, DISPENSERS, ETC. WITH RESPECT TO WALLS, STALLS, ETC.
2. ACCESSIBILITY GUIDELINES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY, AND INTENDED TO SERVE AS A GUIDE FOR CONSTRUCTION PROFESSIONALS AND OWNERS.
3. SOME OF THE INFORMATION SHOWN HERE MAY NOT BE APPLICABLE TO THIS PROJECT
4. STANDARD HEIGHT INFORMATION IS OBTAINED FROM ASPE (AMERICAN SOCIETY OF PLUMBING ENGINEERS), HEIGHTS NOT NOTED BY INFORMATION ON DRAWINGS.
5. DEPTH TO BE MEASURED FROM THE OUTER FACE OF THE URINAL RIM TO THE BACK OF THE FIXTURE.
6. KNEE CLEARANCE FOR LAVATORIES AND SINKS SHALL COMPLY WITH TAS.
7. THE 30" SLIDE BAR SHALL BE MOUNTED AT A HEIGHT SO THE HAND HELD SHOWER WAND SHALL BE MOUNTED NO HIGHER THAN 48" ABOVE SHOWER FINISHED FLOOR.

GENERAL NOTES

1. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO EACH PLUMBING DRAWING OF THIS SET OF CONSTRUCTION DOCUMENTS. NOTES SPECIFIC TO INDIVIDUAL PLUMBING DRAWINGS WILL BE SHOWN ON THE RESPECTIVE PLUMBING DRAWING.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE PLUMBING SYSTEM TO INCLUDE ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IF NOT SPECIFICALLY CALLED OUT.
3. ENTIRE INSTALLATION, INCLUDING MATERIALS, EQUIPMENT AND WORKMANSHIP SHALL CONFORM WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS.
4. APPLICABLE STANDARDS AND REGULATORY BODIES HAVE JURISDICTION OVER THE CLASS OF WORK.
5. MATERIAL AND EQUIPMENT SHALL HAVE STAMPS OR SEALS OF AHRI, ASME, UL OR ASTM.
6. THE CONTRACTOR SHALL MAKE TESTS FOR ACCEPTANCE AND APPROVAL AS REQUIRED BY CODE AND THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. REQUIRED TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER OF RECORD AND/OR OWNER UNLESS OTHERWISE WAIVED IN WRITING.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES, DOCUMENTS AND SERVICES RELATED TO INSTALLATION OF THE WORK.
8. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OTHER TRADES IN ORDER TO RESOLVE ANY CONFLICTS THAT MIGHT ARISE DUE TO THE LOCATION OF EQUIPMENT OR THE USE OF SPACE.
9. EQUIPMENT OF DIFFERENT ELECTRICAL CHARACTERISTICS MAY BE FURNISHED PROVIDED SUCH PROPOSED EQUIPMENT IS APPROVED IN WRITING AND CONNECTING ELECTRICAL SERVICE, CIRCUIT BREAKERS AND CONDUIT ARE APPROPRIATELY MODIFIED AT NO COST TO THE OWNER.
10. RUN ALL HORIZONTAL DOMESTIC COLD WATER, DOMESTIC HOT WATER, AND VENT PIPING ABOVE THE CEILING UNLESS OTHERWISE NOTED.
11. MAKE PIPE PENETRATIONS OF ALL WALLS WITH SLEEVES AS NOTED IN THE SPECIFICATIONS.
12. DO NOT INSTALL EQUIPMENT, PIPING OR DUCTWORK OVER ANY ELECTRICAL EQUIPMENT OR ELECTRICAL SERVICE SPACE.
13. LAYOUT OF PIPING IS DIAGRAMMATIC. RUN ALL EXPOSED PIPING AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED. ALLOW FOR RISES, DROPS AND OFFSETS AS REQUIRED.
14. EXTEND CONDENSATE DRAIN LINES AS INDICATED. ALL CONDENSATE DRAIN PIPING SHALL BE TRAPPED AND PITCHED DOWN IN DIRECTION OF FLOW A MINIMUM OF 1/8 INCH PER 1 FOOT.
15. INSTALL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE AND REPAIR OR REPLACEMENT OF ELECTRICAL COMPONENTS. AS MUCH AS PRACTICAL, CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS.
16. FLASHING DETAILS FOR PIPES PENETRATING THE ROOF SHALL BE COORDINATED WITH ARCHITECTURE DETAILS.
17. CONTRACTOR SHALL INSTALL ALL PLUMBING VENTS AND EXHAUST AIR OUTLETS A MINIMUM OF 10'-0" AWAY (PER CODE) FROM ALL OUTSIDE AIR INTAKES, OPERABLE DOORS AND/ OR WINDOWS. CONSTRUCTION DRAWINGS ARE DIAGRAMMATIC BY NATURE, FINAL MEASUREMENTS SHOULD BE MADE AT THE PROJECT SITE.
18. CONTRACTOR TO PROVIDE MEANS TO CLEAR CONDENSATE DRAIN LINE WITHOUT CUTTING THE DRAIN LINE.
19. NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

PLUMBING FIXTURE SCHEDULE

SYMBOL	MINIMUM CONNECTIONS CW	HW	VENT	SEWER	DESCRIPTION	MANUFACTURER	MODEL NO.	OPTIONS
WC-1	1"	--	2"	4"	FLOOR MOUNTED FLUSH VALVE WATER CLOSET, ELONGATED CHINA BOWL WITH EVERCLEAN. BOTTOM OUTLET, SIPHON JET FLUSHING ACTION, TOP SPUD, EXPOSED FLUSH VALVE WITH VANDAL RESISTANT STOP CAP, 1.28 GALLONS PER FLUSH. FLUSH HANDLE ON WIDE SIDE OF TOILET. EXTRA HEAVY DUTY OPEN FRONT WHITE SEAT WITH EVERCLEAN. 17" TO TOP OF RIM TO MEET ADULT TAS HEIGHT REQUIREMENTS.	AMERICAN STANDARD	3461.001 "MADERA FLOWISE"	VALVE - SLOAN ROYAL 111-1.28 SEAT - AMERICAN STANDARD 5901.110T
WC-2	1"	--	2"	4"	FLOOR MOUNTED FLUSH VALVE WATER CLOSET, ELONGATED CHINA BOWL WITH EVERCLEAN. BOTTOM OUTLET, SIPHON JET FLUSHING ACTION, TOP SPUD, EXPOSED MANUALLY OPERATED FLUSH VALVE AND VANDAL RESISTANT STOP CAP, 1.28 GALLONS PER FLUSH. EXTRA HEAVY DUTY OPEN FRONT WHITE SEAT WITH EVERCLEAN. 15" TO TOP OF RIM.	AMERICAN STANDARD	3451.001 "MADERA FLOWISE"	VALVE - SLOAN ROYAL 111-1.28 SEAT - AMERICAN STANDARD 5901.110T
WC-3	1"	--	2"	4"	WALL MOUNTED FLUSH VALVE TAS COMPLIANT WATER CLOSET, ELONGATED CHINA BOWL WITH EVERCLEAN, SIPHON JET FLUSHING ACTION, TOP SPUD, AND AN EXTRA HEAVY DUTY OPEN FRONT WHITE SEAT WITH EVERCLEAN. EXPOSED FLUSH MANUALLY OPERATED VALVE WITH FLUSH HANDLE ON WIDE SIDE OF TOILET, 1.28 GALLONS PER FLUSH, AND VANDAL RESISTANT STOP CAP. MOUNT RIM AT 17" AFF TO MEET TAS MOUNTING HEIGHT REQUIREMENTS.	AMERICAN STANDARD	3351.001 "AFWALL"	VALVE - SLOAN ROYAL 111-1.28 SEAT - AMERICAN STANDARD 5901.110T CARRIER - WATTS ISCA-101-L/R
L-1	1/2"	1/2"	1-1/2"	1-1/2"	WALL MOUNTED TAS COMPLIANT LAVATORY, VITREOUS CHINA, NOMINAL 20" x 18", BACK AND SIDE SPLASHES, FOR CONCEALED ARM CARRIER, SINGLE CENTERED FAUCET HOLE. TAS COMPLIANT SINGLE LEVER FAUCET 0.5 GPM. DRAIN OUTLET WITH GRID STRAINER. REFER TO P-001 FOR TAS MOUNTING HEIGHTS.	AMERICAN STANDARD	0356.421 LUCERNE	FAUCET - MOEN MODURA 9417F05 (SINGLE LEVER) CARRIER - WATTS TCA-411 DRAIN - AMERICAN STANDARD 7723.018
S-1	1/2"	1/2"	1-1/2"	1-1/2"	COUNTERTOP SINGLE COMPARTMENT 20" x 22" x 6" SINK, 18 GAUGE 304 STAINLESS STEEL WITH A LUSTERTONE FINISH, REAR CENTER DRAIN PLACEMENT, FULL SPRAY SIDES AND BOTTOM, NOMINAL 16" x 16" BOWL, 6" DEEP. TAS COMPLIANT SINGLE HANDLE HIGH ARC PULLDOWN FAUCET, PULLOUT SPRAY WITH A 68" BRAIDED HOSE. LEVER STYLE HANDLE, 1.5 GPM. DRAIN OUTLET WITH 304 STAINLESS STEEL BODY AND GRID STRAINER, POLISHED FINISH.	ELKAY	LRAD202260	FAUCET - MOEN 7594 DRAIN - ELKAY LK18B
SH-1	3/4"	3/4"	1-1/2"	2"	PRESSURE BALANCING MIXING VALVE WITH LEVER HANDLE AND ADJUSTABLE STOP SCREW TO LIMIT HANDLE TURN. WALL-HAND SPRAY, IN-LINE VACUUM BREAKER, FLEXIBLE METAL HOSE. WALL CONNECTION AND FLANGE. 30" SLIDE BAR FOR HAND SPRAY MOUNTING, 2.5 GPM.	SYMMONS	TEMPTROL 96-300-B30-L-V	FLOOR DRAIN: WATTS -FD-100A
WF-1	3/4"	3/4"	--	--	WALL MOUNTED 8" CENTER FAUCET WITH VACUUM BREAKER, TOP BRACE, INTEGRAL STOPS, HOSE THREADED SPOUT, 12.96 GPM.	T & S BRASS	BRASS B-0665-BSTR	PROVIDE 5' HOSE
VB-1	1/2"	--	--	--	RECESSED VALVE BOX WITH VALVE. CHROME QUARTER TURN ADAPTER BALL VALVE, 1/2" SWEAT CONNECTION AND WATER HAMMER ARRESTOR.	IPS CORPORATION	MODEL AB9700 HA	
SA	3/4"	3/4"	--	--	SHOCK ABSORBER - PISTON - TYPE SHOCK STOP, SPUN SEAMLESS COPPER, PROVIDE ISOLATION BALL VALVE WITH ACCESS DOOR (IF REQUIRED) AT INLET SIZE, AND LOCATE ACCORDING TO PDI STANDARDS AND MANUFACTURERS RECOMMENDATIONS.	WATTS	SERIES 15M2 PISTON TYPE	
FD-1	--	--	2"	2"	FLOOR DRAIN - 6" DIA. ADJUSTABLE POLISHED NICKEL BRONZE STRAINER, CAST IRON BODY WITH REVERSIBLE CLAMPING COLLAR. P-TRAP SHALL BE DEEP SEAL TYPE. COORDINATE FLOORING TYPE WITH ARCHITECTURE.	WATTS	FD-100A	TRAP GUARD - PROSET
FS-1	--	--	2"	4"	FLOOR SINK - 12" x 12" x 6" DEEP CAST IRON BODY, SQUARE SLOTTED MEDIUM DUTY 3/4 GRATING, WHITE ACID RESISTANT PORCELAIN ENAMEL INTERIOR AND NICKEL BRONZE TOP, ALUMINUM ANTI SPLASH INTERIOR WITH BOTTOM DOME STRAINER, SS MESH SEDIMENT BASKET.	WATTS	FS-740-175	TRAP GUARD - PROSET
FCO	--	--	---	AS SHOWN ON DWG	FLOOR CLEANOUT - CAST IRON BODY WITH ROUND ADJUSTABLE SCORIATED NICKEL BRONZE TOP, GASKET SEAL BRASS THREADED PLUG WITH RECESSED SOCKET.	WATTS	CO-200-R	
WCO	--	--	---	AS SHOWN ON DWG	WALL CLEANOUT - NO-HUB PVC CLEANOUT TEE WITH ROUND STAINLESS STEEL COVER AND CENTER SCREW, GASKETED SEAL BRASS THREADED PLUG WITH RECESSED SOCKET.	WATTS	CO-460-RD	
ECO	--	--	---	AS SHOWN ON DWG	EXTERIOR CLEANOUT - CAST IRON CLEANOUT WITH ROUND ADJUSTABLE SCORIATED SECURED CAST IRON TOP, GASKET SEAL CAST IRON PLUG WITH RECESSED SOCKET. INSTALL IN MINIMUM OF 12" x 12" x 4" REINFORCED CONCRETE PAD WITH BEVELED EDGES.	WATTS	CO-200-RX	
DCO	--	--	---	AS SHOWN ON DWG	EXTERIOR DOUBLE CLEANOUT - CAST IRON CLEANOUT WITH ROUND ADJUSTABLE SCORIATED SECURED CAST IRON TOP, GASKET SEAL CAST IRON PLUG WITH RECESSED SOCKET. INSTALL IN MINIMUM OF 24" x 12" x 4" REINFORCED CONCRETE PAD WITH BEVELED EDGES.	WATTS	(QTY-2) CO-200-RX	
DS	--	--	--	AS SHOWN ON DWG	DOWNSPOUT NOZZLE, CAST NICKEL BRONZE WITH ANCHOR FLANGE WITH COUNTERSUNK MOUNTING HOLES. SIZE AS SHOWN ON DRAWINGS.	WATTS	RD-940	
RD	--	--	---	AS SHOWN ON DWG	ROOF DRAIN -DURA-COATED CAST IRON BODY AND DOME WITH COMBINATION MEMBRANE FLASHING/GRAVEL GUARD, ADJUSTABLE EXTENSION FLANGE , AND UNDER DECK CLAMP.	WATTS	RD-300-D-F	
OFD	--	--	---	AS SHOWN ON DWG	OVERFLOW DRAIN - DURA-COATED CAST IRON BODY AND DOME WITH COMBINATION MEMBRANE FLASHING/GRAVEL GUARD, ADJUSTABLE EXTENSION FLANGE, AND UNDER DECK CLAMP.	WATTS	RD-300-D-F-R	PROVIDE WITH 2" DAM

NOTES:
1. MANUFACTURERS WITH MODEL NUMBERS ARE BASE ITEMS. OTHER MANUFACTURERS MUST BE EQUIVALENT MANUFACTURERS UNLESS NOTED OTHERWISE.
2. FOR MOUNTING HEIGHTS OF INDIVIDUAL WALL-MOUNTED FIXTURES, REFER TO P-001 SHEET.
3. EACH UNDER SLAB OR CONCEALED P-TRAP SHALL BE A DEEP-SEAL TYPE.
4. PROVIDE EACH WALL MOUNTED PLUMBING FIXTURE, SUCH AS SINKS, LAVATORIES, ELECTRIC WATER COOLERS, DRINKING FOUNTAINS, ETC., WITH A FLOOR MOUNTED SUPPORT CARRIER WITH RECTANGULAR LEGS.
5. UNLESS SCHEDULED OTHERWISE, PROVIDE EACH LAVATORY, SINK, WATER COOLER, ETC. WITH A P-TRAP ASSEMBLY CONSISTING OF A CHROME-PLATED (C.P.) CAST BRASS TRAP WITH CLEANOUT PLUG, C.P. TUBING OUTLET (MIN. 17 GA.), AND C.P. CAST BRASS ESCUTCHEON WITH SETSCREW.
6. PROVIDE EACH FIXTURE WHICH REQUIRES COLD AND/OR HOT WATER (EXCEPT FLUSH VALVES) WITH A SUPPLY/STOP ASSEMBLY CONSISTING OF A C.P. BRASS STOP VALVE (MIN. 1/2") WITH QUARTER STOPS AND LOCK SHIELD, STAINLESS STEEL FLEXIBLE RISER, C.P. BRASS NIPPLE, AND C.P. CAST BRASS ESCUTCHEON WITH SETSCREW.
7. FOR EACH PUBLIC LAVATORY OR SINK WITH EXPOSED DRAIN AND BOTH COLD AND HOT SUPPLY COMPONENTS, PROVIDE A MANUFACTURED INSULATION KIT MADE FROM MOLDED CLOSED CELL VINYL THAT IS ANTI-MICROBIAL AND SEAMLESS. EACH KIT SHALL COVER THE TAILPIECE, P-TRAP, WALL BEND, BOTH WATER SUPPLY STOPS, AND BOTH WATER RISERS. KITS SHALL BE EQUAL OR EQUIVALENT TO "PROWRAP" BY McGUIRE OR LAV-GUARD BY TRUEBRO.
8. WHERE ARCHITECTURAL PLANS SHOW WATER CLOSETS AND URINALS, PROVIDE AND INSTALL FLUSHING VALVE SUCH THAT FLUSH HANDLE IS ON WIDE SIDE OF WATER CLOSET.
9. PROVIDE WATER HAMMER ARRESTORS LOCATED AND SIZED ACCORDING TO PDI RECOMMENDATIONS.
10. PROVIDE ISOLATION VALVES IN CW, HW AND HWR PIPING AS NEED OR AS SHOWN FOR ALL GROUPS OF FIXTURES.
11. INSTALL PLUMBING FIXTURES IN ACCORDANCE WITH LATEST ADA AND TAS STANDARDS.

PLUMBING ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
BTUH	BRITISH THERMAL UNIT PER HOUR
MBU	BRITISH THERMAL UNIT DIVIDED BY 1,000
CD	CONDENSATE DRAIN PIPING
DEG	DEGREE
°F	DEGREES FAHRENHEIT
DIA	DIAMETER
ID	DIAMETER, INSIDE
OD	DIAMETER, OUTSIDE
DCW	DOMESTIC COLD WATER
DHW	DOMESTIC HOT WATER
DHWR	DOMESTIC HOT WATER RETURN
EWT	ENTERING WATER TEMPERATURE
ECW	EXISTING DOMESTIC COLD WATER
EHW	EXISTING DOMESTIC HOT WATER
EHWR	EXISTING DOMESTIC HOT WATER RETURN
ES	EXISTING SEWER
ET	EXPANSION TANK
FT	FEET
GPM	GALLONS PER MINUTE
HP	HORSEPOWE
KW	KILOWATT
LWT	LEAVING WATER TEMPERATURES
MPG	MEDIUM PRESSURE NATURAL GAS
G	NATURAL GAS
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
PSI	POUNDS PER SQUARE INCH
SA	SHOCK ABSORBER / ARRESTOR
SQ.FT.	SQUARE FEET
T&P	TEMPERATURE AND PRESSURE VALVE
UF	UNDERFLOOR
UG	UNDERGROUND
VTR	VENT THROUGH ROOF

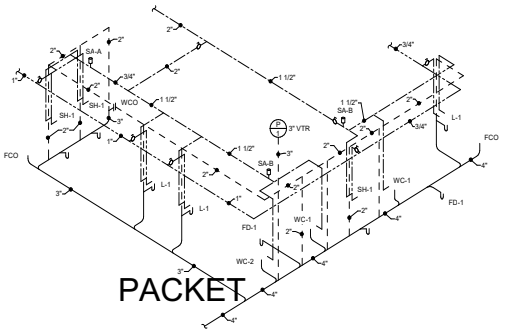
PIPING LEGEND

- DOMESTIC COLD WATER
- DOMESTIC HOT WATER
- DOMESTIC HOT WATER RETURN
- SEWER
- VENT
- CD — CONDENSATE DRAIN
- AUX — AUXILIARY DRAIN
- G — NATURAL GAS
- RD — ROOF DRAIN PIPING
- OD — OVERFLOW DRAIN PIPING
- M — MEDICAL AIR
- NOX — NITROUS OXIDE
- N — NITROGEN
- O — OXYGEN
- V — VACUUM
- WASD — WASTE ANESTHETIC GAS DISPOSAL
- INDICATES DEMOLITION
- FLUID FLOW DIRECTION
- PIPE TURNED UP
- PIPE TURNED DOWN

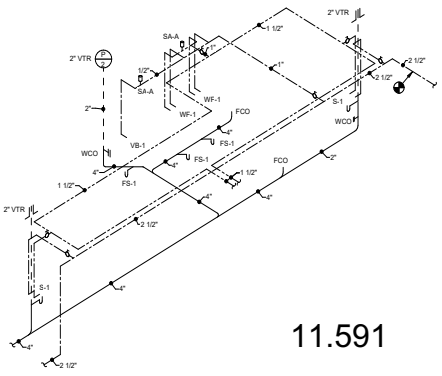
EXISTING PIPING IS INDICATED SAME AS ABOVE, EXCEPT IN A LIGHTER PEN WEIGHT.

PLUMBING SYMBOL LEGEND

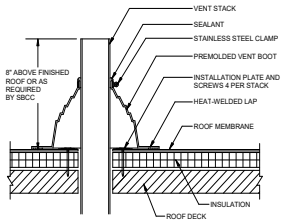
- BUTTERFLY VALVE
- BALL VALVE
- CHECK VALVE
- GATE VALVE
- PRESSURE REDUCING VALVE
- FLANGE
- UNION
- STRAINER
- PLUG VALVE
- GAS REGULATOR
- CONNECT TO EXISTING
- POINT OF DISCONNECT P.O.D



P1 PLUMBING RISER
SCHEMATIC ONLY

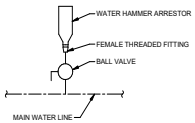


P2 PLUMBING RISER
SCHEMATIC ONLY



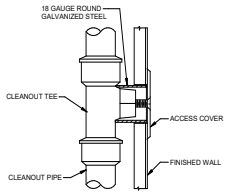
NOTE:
1. COORDINATE BOOT INSTALLATION AND ATTACHMENT TO ROOFING MEMBRANE WITH ROOFING MANUFACTURER

5 VENT THRU ROOF-TPO
NTS

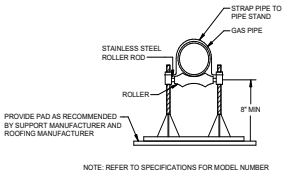


NOTE: INSTALL ABOVE CEILING OR PROVIDE ACCESS PANEL IN WALL.

9 WATER HAMMER INSTALL
NTS

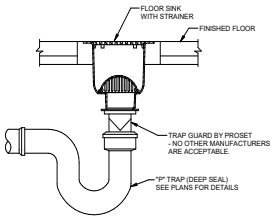


8 WALL CLEANOUT
NTS

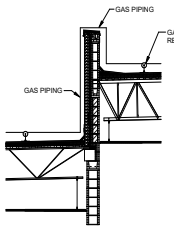


NOTE: REFER TO SPECIFICATIONS FOR MODEL NUMBER

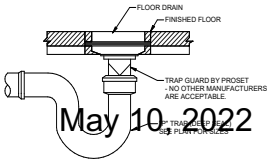
7 GAS PIPING ROOF SUPPORT
NTS



6 FLOOR SINK
NTS



4 GAS PIPING AT PARAPET WALL
NTS



3 FLOOR DRAIN
NTS

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04/25/2022

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MOMENTUM BALL PARK
Scharbauer Sports Complex

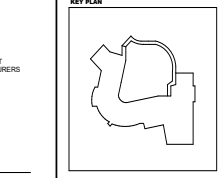
MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Plumbing Details & Schedules

P-601

GENERAL NOTES

1. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO EACH MECHANICAL DRAWING OF THIS SET OF CONSTRUCTION DOCUMENTS. NOTES SPECIFIC TO INDIVIDUAL MECHANICAL DRAWINGS WILL BE SHOWN ON THE RESPECTIVE MECHANICAL DRAWING.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE HVAC SYSTEM TO INCLUDE ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IF NOT SPECIFICALLY CALLED OUT.
3. ENTIRE INSTALLATION, INCLUDING MATERIALS, EQUIPMENT AND WORKMANSHIP SHALL CONFORM WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS.
4. THIS PROJECT SHALL CONFORM TO APPLICABLE ASHRAE, NFPA AND SMACNA STANDARDS AND OTHER REGULATORY BODIES HAVING JURISDICTION OVER THE CLASS OF WORK.
5. MATERIAL AND EQUIPMENT SHALL HAVE STAMPS OR SEALS OF AHRI, ASME, UL OR ASTM.
6. THE CONTRACTOR SHALL MAKE TESTS FOR ACCEPTANCE AND APPROVAL AS REQUIRED BY CODE AND THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. REQUIRED TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER OF RECORD AND/OR OWNER UNLESS OTHERWISE WAIVED IN WRITING.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES, DOCUMENTS AND SERVICES RELATED TO INSTALLATION OF THE WORK.
8. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OTHER TRADES IN ORDER TO RESOLVE ANY CONFLICTS THAT MIGHT ARISE DUE TO THE LOCATION OF EQUIPMENT OR THE USE OF SPACE.
9. EQUIPMENT OF DIFFERENT ELECTRICAL CHARACTERISTICS MAY BE FURNISHED PROVIDED SUCH PROPOSED EQUIPMENT IS APPROVED IN WRITING AND CONNECTING ELECTRICAL SERVICE, CIRCUIT BREAKERS AND CONDUIT ARE APPROPRIATELY MODIFIED AT NO COST TO THE OWNER.
10. RUN ALL HORIZONTAL PIPING AND DUCTWORK ABOVE THE CEILING UNLESS OTHERWISE NOTED.
11. MAKE DUCT PENETRATIONS OF ALL WALLS WITH SHEET METAL DUCTS. FLEXIBLE DUCT PENETRATION OF WALLS ARE NOT ACCEPTABLE.
12. ALL ELBOWS IN DUCTWORK SHALL BE RADIUS ELBOWS UNLESS OTHERWISE NOTED. MINIMUM CENTERLINE RADIUS OF CURVATURE SHALL BE 1.5 TIMES THE DUCT WIDTH OR DIAMETER. WHERE SQUARE ELBOWS ARE SHOWN, INSTALL TURNING VANES.
13. DO NOT INSTALL EQUIPMENT, PIPING OR DUCTWORK OVER ANY ELECTRICAL EQUIPMENT OR ELECTRICAL SERVICE SPACE.
14. LAYOUT OF PIPING AND DUCTWORK IS DIAGRAMMATIC. RUN ALL EXPOSED PIPING AND DUCTWORK AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED. ALLOW FOR RISES, DROPS AND OFFSETS AS REQUIRED.
15. INSTALL MECHANICAL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE AND REPAIR OR REPLACEMENT OF ELECTRICAL COMPONENTS. AS MUCH AS PRACTICAL, CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS. PIPING SHALL NOT INTERFERE WITH FILTER PULL.
16. MECHANICAL CONTRACTORS SHALL PROVIDE AUTOMATIC CONTROL DEVICES SUCH AS STARTERS, VARIABLE FREQUENCY DRIVES (VFD), TEMPERATURE SENSORS, RELAYS, PRESSURE SWITCHES THAT ARE ASSOCIATED WITH MECHANICAL EQUIPMENT AND ASSOCIATED CONTROL WIRING FROM CONTROL POWER LOCATION TO THE CONTROL DEVICE/ ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT AND WIRING FROM POWER SOURCE TO DISCONNECT SWITCH, FROM DISCONNECT SWITCH TO STARTER OR VFD, AND FROM STARTER OR VFD TO THE EQUIPMENT.
17. FLASHING DETAILS FOR PIPES PENETRATING THE ROOF SHALL BE COORDINATED WITH ARCHITECTURE DETAILS.
18. LOCATE TEMPERATURE SENSORS AND CO2 SENSORS 48" ABOVE FINISHED FLOOR OR AS NOTED ON PLANS.
19. COORDINATE CURBS AND SIZE OF CURBS IN ACCORDANCE WITH ACTUAL EQUIPMENT PURCHASED.
20. CONTRACTOR IS TO PROVIDE AN ADJUSTABLE ROOF CURB OR TAPER AT CURB TO MATCH ROOF SLOPE FOR CURB MOUNTED EQUIPMENT. THE USE OF SHIMS TO LEVEL EQUIPMENT IS NOT ACCEPTABLE UNLESS THE CURB DIMENSIONS ARE SMALLER THAN 36"x36".
21. CONTRACTOR TO VERIFY ALL ACCESS PANEL LOCATIONS. NOT ALL ACCESS PANELS REQUIRED ARE SHOWN. REFER TO SPECIFICATIONS FOR ACCESS PANEL REQUIREMENTS.
22. CONTRACTOR SHALL INSTALL ALL PLUMBING VENTS AND EXHAUST AIR OUTLETS A MINIMUM OF 10'-0" AWAY (PER CODE) FROM ALL OUTSIDE AIR INTAKES, OPERABLE DOORS AND/ OR WINDOWS. CONSTRUCTION DRAWINGS ARE DIAGRAMMATIC BY NATURE. FINAL MEASUREMENTS SHOULD BE MADE AT THE PROJECT SITE.
23. NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

SYMBOL LEGEND

- AUTOMATIC AIR VENT
- MANUAL AIR VENT
- PIT PLUG
- VENTURI FLOW METER
- AUTOMATIC FLOW CONTROL
- BUTTERFLY VALVE
- BALL VALVE
- CHECK VALVE
- GLOBE VALVE
- GATE VALVE
- ANGLE GATE VALVE
- PRESSURE REDUCING VALVE
- AUTOMATIC VALVE, 2-WAY
- AUTOMATIC VALVE, 3-WAY
- FLANGE
- UNION
- STRAINER
- GAS METER
- AUTOMATIC AIR VENT
- ELECTRIC MOTOR
- CENTRIFUGAL FAN
- THERMOMETER
- EXPANSION VALVE
- FLOW SWITCH
- PRESSURE SWITCH
- PUMP

PIPING SYMBOLS

- CHS — CHILLED WATER SUPPLY
- CHR — CHILLED WATER RETURN
- HWS — HEATING WATER SUPPLY
- HWR — HEATING WATER RETURN
- CS — CONDENSING WATER SUPPLY
- CR — CONDENSING WATER RETURN
- CD — CONDENSATE DRAIN
- R — REFRIGERANT LIQUID & SUCTION
- FLUID FLOW DIRECTION
- PIPE TURNED UP
- PIPE TURNED DOWN

MECHANICAL/PLUMBING ABBREVIATIONS

A/C	AIR CONDITIONING
AVG	AVERAGE
AFF	ABOVE FINISHED FLOOR
BOJ	BOTTOM OF JOIST
BTUH	BRITISH THERMAL UNIT PER HOUR
MBU	BRITISH THERMAL UNIT DIVIDED BY 1,000
CFM	CUBIC FEET PER MINUTE
CHR	CHILLED WATER RETURN PIPING
CHS	CHILLED WATER SUPPLY PIPING
CR	CONDENSING WATER RETURN PIPING
CS	CONDENSING WATER SUPPLY PIPING
DEG	DEGREE
°F	DEGREES FAHRENHEIT
DIA	DIAMETER
ID	DIAMETER, INSIDE
OD	DIAMETER, OUTSIDE
DDC	DIRECT DIGITAL CONTROLS
DB	DRY BULB TEMPERATURE
EER	ENERGY EFFICIENCY RATIO
EAT	ENTERING AIR TEMPERATURE
EWT	ENTERING WATER TEMPERATURE
EA	EXHAUST AIR
ET	EXPANSION TANK
ESP	EXTERNAL STATIC PRESSURE
FT	FEET
FPI	FINS PER INCH
FD	FIRE DAMPER
FSD	FIRE/SMOKE DAMPER
FO	FLAT OVAL
GAL	GALLONS
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GBD	GRAVITY BACKDRAFT DAMPER
HWP	HEATING WATER PUMP
HWR	HEATING WATER RETURN PIPING
HWS	HEATING WATER SUPPLY PIPING
HP	HORSEPOWER
HUM	HUMIDITY
IN	INCHES
inHG	INCHES OF MERCURY
inH2O	INCHES OF WATER
IAQ	INDOOR AIR QUALITY
kW	KILOWATT
LAT	LEAVING AIR TEMPERATURES
LWT	LEAVING WATER TEMPERATURES
MBD	MANUAL BALANCING DAMPER
MAT	MIXED AIR TEMPERATURE
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
OA	OUTSIDE AIR
OAT	OUTSIDE AIR TEMPERATURE
PH	PHASE
LBS	POUNDS
LBS/HR	POUNDS PER HOUR
PSI	POUNDS PER SQUARE INCH
PRV	PRESSURE REDUCED VALVE
RL	REFRIGERANT LIQUID
RS	REFRIGERANT SUCTION
RPZ	REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY
RH	RELATIVE HUMIDITY
RA	RELIEF AIR
RPM	REVOLUTIONS PER MINUTE
SEER	SEASONAL ENERGY EFFICIENCY RATIO
SH	SENSIBLE HEAT
SHR	SENSIBLE HEAT RATIO
SD	SMOKE DAMPER
SQ.FT.	SQUARE FEET
SP	STATIC PRESSURE
T&P	TEMPERATURE AND PRESSURE VALVE
k	THERMAL CONDUCTIVITY
R	THERMAL RESISTANCE
TOJ	TOP OF JOIST
TDH	TOTAL DYNAMIC HEAD
TSP	TOTAL STATIC PRESSURE
UF	UNDERFLOOR
UG	UNDERGROUND
U	U-FACTOR, HEAT TRANSFER COEFFICIENT
VAV	VARIABLE AIR VOLUME
VFD	VARIABLE FREQUENCY DRIVE
VEL	VELOCITY
V	VOLTS
WB	WET BULB TEMPERATURE

DUCTWORK SYMBOLS

- MANUAL BALANCING DAMPER
- CEILING MOUNTED SUPPLY GRILLE
- CEILING MOUNTED RETURN GRILLE
- CEILING MOUNTED EXHAUST GRILLE
- WALL MOUNTED SUPPLY GRILLE
- WALL MOUNTED RETURN/EXHAUST GRILLE
- FIRE/SMOKE DAMPER
- FIRE DAMPER
- SMOKE DAMPER
- LINED RETURN DUCT
- SUPPLY DUCT TURNED UP
- SUPPLY DUCT TURNED DOWN
- RETURN DUCT TURNED UP
- RETURN DUCT TURNED DOWN
- EXHAUST DUCT TURNED UP
- EXHAUST DUCT TURNED DOWN
- ROUND DUCT TURNED UP
- ROUND DUCT TURNED DOWN
- T — THERMOSTAT
- H — HUMIDISTAT
- S — SENSOR
- FLEXIBLE CONNECTION
- FLEX DUCT
- CONNECT TO EXISTING
- POINT OF DISCONNECT (P.O.D)

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04/25/2022

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MOMENTUM BALL PARK
Scharbauer Sports Complex

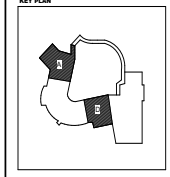
MIDLAND Scharbauer Sports Complex

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City of Midland

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Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN



#	DATE	DESCRIPTION
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Mechanical Abbreviations & Legends

M-001

PACKET 11.592 May 10, 2022

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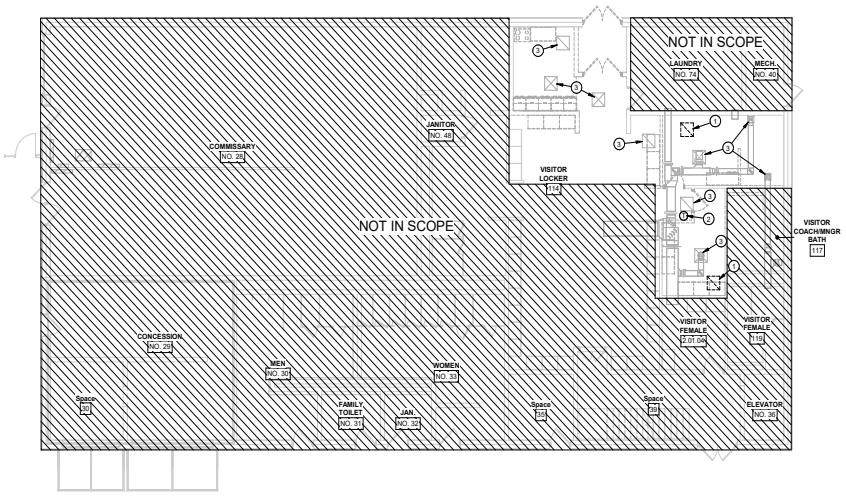
GENERAL NOTES

A. REFER TO GENERAL NOTES ON M-001.

KEY NOTES

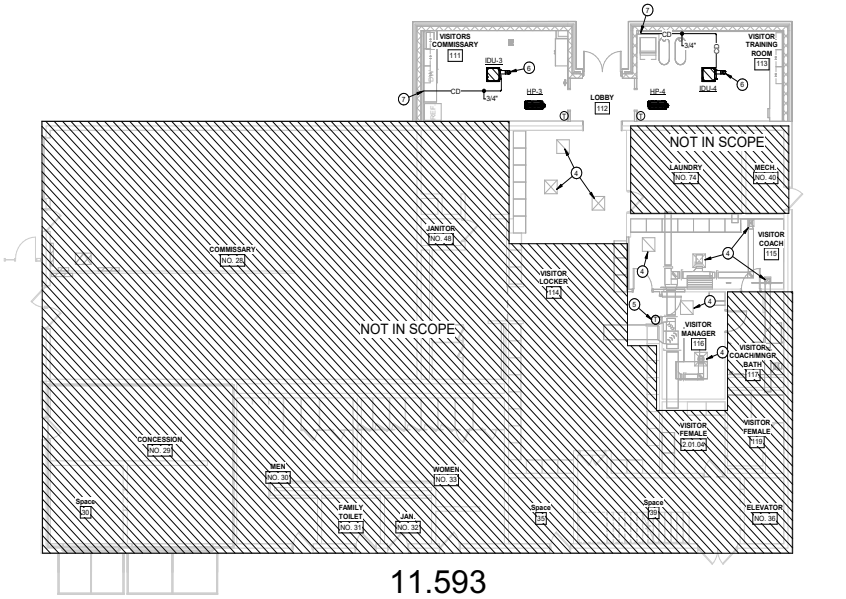
AS INDICATED BY: (#)

1. REMOVE EXISTING RETURN GRILLE.
2. EXISTING THERMOSTAT SHALL BE RELOCATED.
3. EXISTING GRILLE TO REMAIN.
4. ADJUST LOCATION OF EXISTING GRILLE AND DUCT AS REQUIRED TO FIT IN CEILING GRID.
5. NEW LOCATION FOR EXISTING THERMOSTAT.
6. ROUTE 6" OUTSIDE AIR DUCT UP THRU ROOF TO GOOSENECK.
7. CONNECT 3/4" CONDENSATE DRAIN TO VENT STACK WITH AN OPEN SITE DRAIN.



1 MECHANICAL DEMO PLAN - VISITORS CLUB HOUSE
1/8" = 1'-0"

NORTH



2 MECHANICAL PLAN - VISITOR CLUB HOUSE
1/8" = 1'-0"

NORTH

PACKET 11.593 May 10, 2022

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04/25/2022

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MOMENTUM BALL PARK
Scharbauer Sports Complex

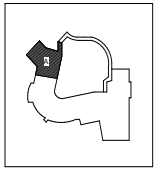
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Mechanical Plan - Visitors Club House

M-111A

ELECTRIC UNIT HEATER

SYMBOL	AIR FLOW	TEMP RISE	MINIMUM INPUT, kW	VOLTAGE	PHASE	AMPS	WEIGHT, LBS	MANUFACTURER	MODEL NO
UH-1	275 CFM	57	5	480 V	3	6.1	32	MARKEL	P3P5605T

NOTES:
1. UNITS ARE SCHEDULED TO BE MANUFACTURED BY MARKEL. INDECCO, REZNOR AND TRANE ARE CONSIDERED EQUIVALENT MANUFACTURERS.
2. ELECTRIC UNIT HEATER AS SCHEDULED SHALL HAVE BUILT-IN CONTROL TRANSFORMER, OVERHEAT PROTECTION, AND MOUNTING BRACKET. MOUNT THERMOSTAT ON WALL AS SHOWN ON PLANS.
3. MANUFACTURER TO PROVIDE A LOCAL DISCONNECT THAT IS TO BE FIELD INSTALLED.

EXHAUST FAN SCHEDULE

SYMBOL	TYPE	CFM	DRIVE	E.S.P. (in W.G.)	SOUND LEVEL IN SONES	FAN MOTOR POWER - HP	NOMINAL FAN RPM	ELECTRICAL			WEIGHT, LBS	MANUFACTURER	MODEL NO
								VOLTAGE	PHASE	METHOD OF CONTROL			
EF-1	DOWNVLAST	460 CFM	DIRECT	0.4	6.8	1/10	1480	120 V	1	NOTE 6	23	GREENHECK	G-090-VG

NOTES:
1. FANS ARE SCHEDULED TO BE MANUFACTURED BY GREENHECK. TWIN CITY AND COOK ARE CONSIDERED EQUIVALENT MANUFACTURERS.
2. AIRFLOW CONDITIONS RATED AT LOCAL ALTITUDE.
3. PROVIDE AND INSTALL FLEXIBLE CONNECTION ON FAN INLET DUCT CONNECTION.
4. FANS SHALL HAVE MOTOR VIBRATION ISOLATION, BACK DRAFT DAMPER AT UNIT AND LOCAL DISCONNECT SWITCH AT UNIT.
5. FAN SELECTIONS SHALL BE SUBMITTED TO ALLOW FOR A MINIMUM +/- 10% IN SCHEDULED EXTERNAL STATIC AND CFM WITHIN THE PARAMETERS OF THE SCHEDULED MOTOR HP.
6. FAN SHALL OPERATE WHEN LIGHTS IN EITHER RESTROOM ARE ON.

AIR DISTRIBUTION SCHEDULE

SYMBOL	SYSTEM TYPE	DESCRIPTION	INSTALLATION TYPE	MANUFACTURER	MODEL NO.
E1	EXHAUST	EGGCRATE EXHAUST GRILLE, 24"x 24" NOMINAL FACE, ALL ALUMINUM 1/2" x 1/2" x 1/2" CORE. SIZE NECK AS SHOWN ON DRAWINGS.	LAY-IN/SURFACE MOUNT	NAILOR	51EC

NOTES:
1. AIR DEVICES SCHEDULED TO BE MANUFACTURED BY NAILOR. PRICE, TITUS, AND RUSKIN ARE CONSIDERED EQUIVALENT MANUFACTURERS.
2. UNLESS SCHEDULED OTHERWISE, AIR DEVICES SHALL BE WHITE OR OFF-WHITE IN COLOR.
3. PROVIDE MANUAL BALANCING DAMPERS AT EACH SUPPLY AND EXHAUST AIR DUCT TAP. INSTALL MBD AT MAIN DUCT TAP.

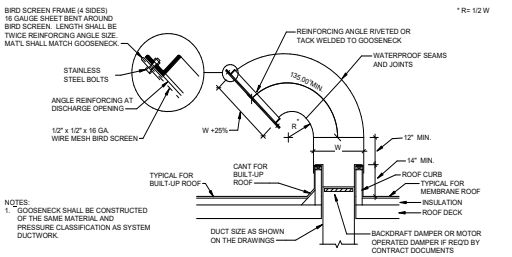
DUCTLESS SPLIT SYSTEM INDOOR UNIT SCHEDULE

SYMBOL	TYPE	AIRFLOW (MED)	TOTAL COOLING CAPACITY, MBH	HEATING CAPACITY AT 17° F, MBH	ELECTRICAL		MANUFACTURER	MODEL NO.
					VOLTAGE	PHASE		
IDU-1	2X2 CEILING CASSETTE	420 CFM	16.8	18.8	208 V	1	MITSUBISHI ELECTRIC	SLZ-KF18NA
IDU-2	2X2 CEILING CASSETTE	420 CFM	16.8	18.8	208 V	1	MITSUBISHI ELECTRIC	SLZ-KF18NA
IDU-3	2X2 CEILING CASSETTE	265 CFM	12.0	13.8	208 V	1	MITSUBISHI ELECTRIC	SLZ-KF12NA
IDU-4	2X2 CEILING CASSETTE	265 CFM	12.0	13.8	208 V	1	MITSUBISHI ELECTRIC	SLZ-KF12NA

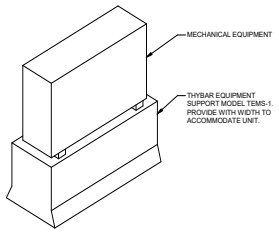
DUCTLESS SPLIT SYSTEM OUTDOOR UNIT SCHEDULE

SYMBOL	NOMINAL TONS	AMBIENT AIR TEMPERATURE F	MINIMUM COOLING SEER	REFRIGERANT TYPE	ELECTRICAL		MANUFACTURER	MODEL NO.
					VOLTAGE	PHASE		
HP-1	1.5	101	19	R-410A	208 V	1	MITSUBISHI ELECTRIC	SUZ-KA18NAHZ
HP-2	1.5	101	19	R-410A	208 V	1	MITSUBISHI ELECTRIC	SUZ-KA18NAHZ
HP-3	1	101	20.3	R-410A	208 V	1	MITSUBISHI ELECTRIC	SUZ-KA12NAHZ
HP-4	1	101	20.3	R-410A	208 V	1	MITSUBISHI ELECTRIC	SUZ-KA12NAHZ

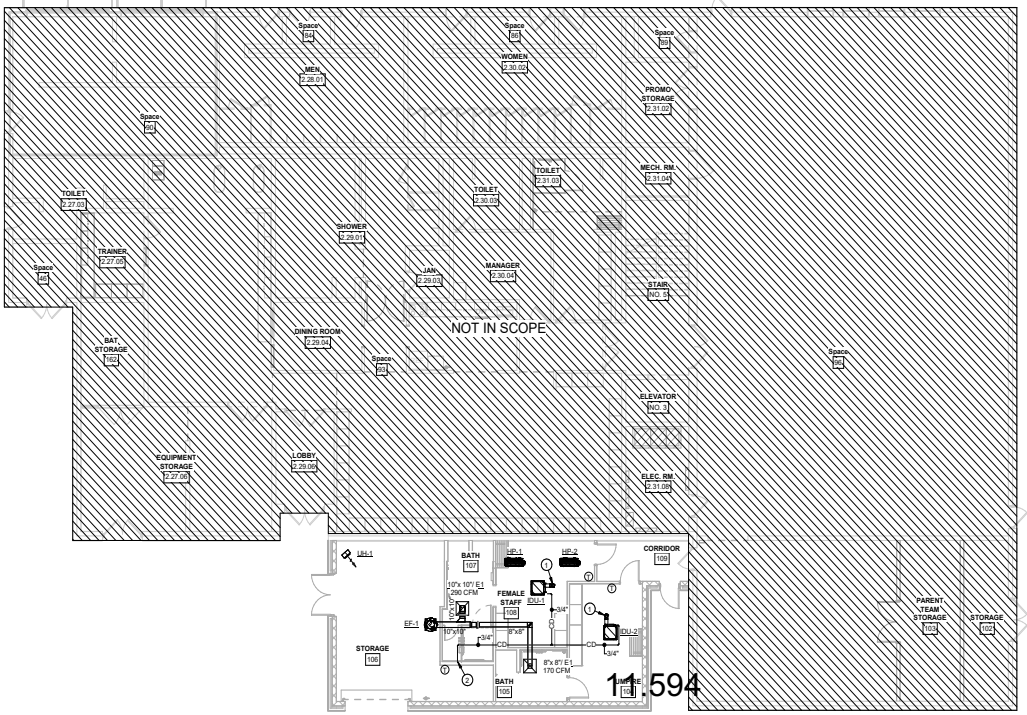
NOTES:
1. BASIS OF DESIGN IS MITSUBISHI.
2. INDOOR UNIT SHALL BE EQUIPPED WITH REPLACEABLE FILTER, PIPE CONDENSATE DRAIN AS SHOWN, FREEZE PROTECTION, AUTOMATIC AIR SWEEP, AUTO RESTART, DIAGNOSTICS, HIGH/MID/LOW & AUTO FAN SPEEDS AND WHITE FINISH.
3. OUTDOOR UNIT SHALL BE EQUIPPED WITH HAIL GUARD FOR THE CONDENSER COIL, HIGH PRESSURE SWITCH, ANTI-SHORT CYCLE TIMER, SERVICE VALVES, LOW AMBIENT KIT, ANCILLARY REFRIGERANT EQUIPMENT AND INDOOR BLOWER RELAY KIT. CONTRACTOR SHALL PROVIDE FOR ALL PIPING.
4. SIZE REFRIGERANT LINES ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.



2 GOOSENECK
NTS



3 ROOF MOUNTED EQUIPMENT CURB
NTS



1 MECHANICAL PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

NORTH

GENERAL NOTES

A. REFER TO GENERAL NOTES ON M-001.

KEY NOTES

AS INDICATED BY: (2)

1 ROUTE 6" OUTSIDE AIR DUCT UP THRU ROOF TO GOOSENECK.
2 CONNECT 3/4" CONDENSATE DRAIN TO VENT STACK WITH AN OPEN SITE DRAIN.

PACKET 11594 May 10, 2022

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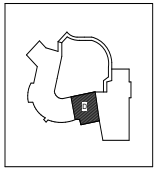
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KEY PLAN



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Mechanical Plan - Home Team Club House

M-111D

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ELECTRICAL ABBREVIATIONS

ABOVE COUNTER	AC	GAUGE	GA
ABOVE FINISHED FLOOR	AFF	GENERATOR	GEN
ALARM	ALM	GROUND	GND
ALARM ANNUNCIATOR PANEL	AAP	GROUND FAULT CIRCUIT INTERRUPTER	GFCI
ALTERNATING CURRENT	AC		
AMERICAN NATIONAL STANDARDS INSTITUTE	ANSI	HEAVY DUTY	HD
AMERICAN SOCIETY FOR TESTING AND MATERIALS	ASTM	HIGH OUTPUT	HO
AMERICAN STEEL WIRE GAUGE	ASWG	HIGH VOLTAGE	HV
AMERICAN WIRE GAUGE	AWG	HORSEPOWER	HP
AMPERE	AMP		
AMPHOUR	AH	ILLUMINATION ENGINEERING SOCIETY OF NORTH AMERICA	IESNA
AMPERE INTERRUPTING CAPACITY	AIC	INTERMEDIATE METAL CONDUIT	IMC
AMPLIFIER	AMPL		
AMPS SHORT CIRCUIT	ASC	KILOVOLT	kV
ANNUNCIATOR	ANN	KILOVOLT AMP	kVA
ANTENNA	ANT	KILOWATT	kW
ARCHITECT	ARCH	KILOWATT HOUR	kWH
ARMORED CABLE	ARMC		
AUDIO FREQUENCY	AF	LIQUIDTIGHT FLEXIBLE METAL CONDUIT	LFMC
AUDIO VISUAL	AV	LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT	LFNC
AUTHORITY HAVING JURISDICTION	AHJ	LOW VOLTAGE	LV
AUTO TRANSFORMER	AUTO XFMR	LUMEN	LM
AUTOMATIC CONTROL PANEL	ACP	LUMENS PER WATT	LPW
AUTOMATIC DOOR CLOSER	ADC		
AUTOMATIC FREQUENCY CONTROL	AFC	MAIN CIRCUIT BREAKER	MCB
AUTOMATIC TRANSFER SWITCH	ATS	MAIN LUGS ONLY	MLO
AUXILIARY	AUX	MANUFACTURER	MFR
AUXILIARY POWER UNIT	APU	MINIMUM	MIN
		MINIMUM CIRCUIT AMPS	MCA
BACKBOARD	BKBD	MOTOR CONTROL CENTER	MCC
BALLAST	BLST	MOTOR STARTER	MS
BATTERY	BAT		
BRAKE HORSEPOWER	BHP	NATIONAL ELECTRICAL CODE	NEC
BUCK-BOOST TRANSFORMER	BB XFMR	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION	NEMA
BUILDING AUTOMATION SYSTEM	BAS	NATIONAL FIRE CODE	NFC
		NATIONAL FIRE PROTECTION ASSOCIATION	NFPA
CABLE TELEVISION	CTV	NIGHT LIGHT	NL
CANDLE POWER	CP	NORMALLY CLOSED	NC
CAPACITOR	CAP	NORMALLY OPEN	NO
CIRCUIT	CKT	NOTIFICATION APPLIANCE CIRCUIT	NAC
CIRCUIT BREAKER	CB		
CLOSED CIRCUIT TELEVISION	CCTV	PANELBOARD	PB
COAXIAL CABLE	COAX	PHASE	PH
COEFFICIENT OF UTILIZATION	CU	PHOTOELECTRIC	PE
COLOR RENDERING INDEX	CRI	PHOTOELECTRIC CELL	PEC
COMMON GROUND	CG	POLY VINYL CHLORIDE	PVC
COMMUNICATIONS	COMM	POWER	PWR
CONDUIT	C	POWER AMPLIFIER	PA
CONTROL	CTRL	POWER FACTOR	PF
CONTROL CONTRACTOR	CC		
CONTROL PANEL	CP	RECEPTACLE	RECEPT
CONTROL POWER TRANSFORMER	CPT	RIGID GALVANIZED STEEL	RGS
CONTROL RELAY	CR	RIGID NONMETALLIC CONDUIT	RNC
CONTROL SWITCH	CS		
COORDINATE	COORD	SCHEDULE	SCH
COPPER	CU	SERVICE ENTRANCE	SE
COVER PLATE	COV PL	SINGLE PHASE	1
CURRENT	CUR	SINGLE POLE, DOUBLE THROW	SPDT
CURRENT LIMITING FUSE	CLF	SINGLE POLE, SINGLE THROW	SPST
CURRENT TRANSFORMER.	CT	SWITCHBOARD	SWBD
DECIBEL	dB	THREE PHASE	3
DEMOLITION	DEMO	TWISTED SHIELDED PAIR	TSP
DETAIL	DET		
DIRECT CURRENT	DC	UNINTERRUPTIBLE POWER SUPPLY	UPS
DISCONNECT SWITCH	DS	UNLESS NOTED OTHERWISE	UNO
DOUBLE POLE, DOUBLE THROW	DPDT		
DOUBLE POLE, SINGLE THROW	DPST	VARIABLE FREQUENCY DRIVE	VFD
		VERY HIGH OUTPUT	VHO
EACH	EA	VOLT, VOLTS, VOLTAGE	V
EASEMENT	ESMT	VOLT AMPERE	VA
ELECTRIC	ELEC	VOLTAGE DROP	VD
ELECTRICAL METALLIC TUBING	EMT		
ELECTRICAL NONMETALLIC TUBING	ENT	WEATHERPROOF	WP
ENCLOSURE	ENCL	WIREWAY	WW
FIRE ALARM	FA		
FIRE ALARM ANNUNCIATOR PANEL	FAAP		
FIRE ALARM CONTROL PANEL	FACP		
FIXTURE	FIXT		
FLEXIBLE METALLIC CONDUIT	FMC		
FLUORESCENT	FLUOR		
FLUORESCENT FIXTURE	FLUOR FIXT		
FLUORESCENT LIGHTING	FLUOR LGHT		
FOOTCANDLE	FC		
FREQUENCY	FREQ		
FULL LOAD AMPS	FLA		

ELECTRICAL LEGEND

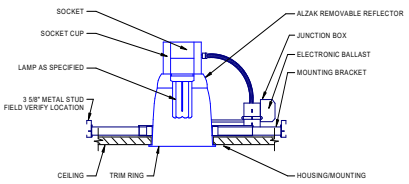
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	2'x4' RECESSED LIGHT FIXTURE. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH.		2'x4' RECESSED LIGHT FIXTURE. DIAGONAL MARKING INDICATES EGRESS FIXTURE CONNECTED TO EMERGENCY POWER SUPPLY. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH.
	RECESSED COMPACT FIXTURE. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH.		RECESSED COMPACT FIXTURE. DIAGONAL MARKING INDICATES EGRESS FIXTURE CONNECTED TO EMERGENCY POWER SUPPLY. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH.
	WALL MOUNTED OUTDOOR SCONCE FIXTURE.		EMERGENCY WALL PACK CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY. UPPER CASE INDICATES TYPE IN SCHEDULE.
	EXIT SIGN AS SCHEDULED. CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY. ARROWS INDICATE DIRECTIONAL ARROWS. PROVIDE SINGLE OR DOUBLE FACE AS REQUIRED OR INDICATED. UPPER CASE INDICATES TYPE IN SCHEDULE. "WG" INDICATES WIRE GUARD.		WALL SWITCH, REFER TO LIGHTING CONTROL MATRIX SCHEDULE FOR ALL CONTROL REQUIREMENTS.
	125V, 20A, 2P, 3W. GROUNDING TYPE DUPLEX RECEPTACLE. "GFCI" DENOTES GROUND FAULT INTERRUPTER, "WP" DENOTES WEATHERPROOF COVER, "AC" DENOTES ABOVE COUNTER MOUNTING, "USB" DENOTES COMBINATION USB DEVICE.	M	CEILING MOUNTED OCCUPANCY SENSOR.
	240V OR 208V RECEPTACLE AS NOTED.	J	JUNCTION BOX.
	DISCONNECT. AMPERAGE, POLES, AND FUSING AS NOTED.		SURFACE MOUNTED SINGLE SECTION PANELBOARD. LABEL INDICATES PANEL NAME. REFER TO PANEL SCHEDULE AND RISER DIAGRAM FOR ADDITIONAL INFORMATION.
	EXISTING SURFACE MOUNTED SINGLE SECTION PANELBOARD. LABEL INDICATES PANEL NAME. REFER TO PANEL SCHEDULE AND RISER DIAGRAM FOR ADDITIONAL INFORMATION.		EXISTING SURFACE MOUNTED DOUBLE SECTION PANELBOARD. LABEL INDICATES PANEL NAME. REFER TO PANEL SCHEDULE AND RISER DIAGRAM FOR ADDITIONAL INFORMATION.
	CONDUCTORS IN CONDUIT. MINIMUM NUMBER IS (2) #12 AWG + #12 GND. PROVIDE NUMBER OF CONDUCTORS AS REQUIRED FOR SWITCHING INDICATED AND CONTINUING CIRCUITS.		HOMERUN TO PANELBOARD. REFER TO SPECIFICATIONS FOR LIMITING NUMBER OF CONDUCTORS PER HOMERUN.
	PAD MOUNTED DRY-TYPE TRANSFORMER. LABEL INDICATES TRANSFORMER NAME. REFER TO TRANSFORMER SCHEDULE AND RISER DIAGRAM FOR ADDITIONAL INFORMATION.		PAD MOUNTED TRIPLE SECTION SWITCHBOARD. LABEL INDICATES PANEL NAME. REFER TO PANEL SCHEDULE AND RISER DIAGRAM FOR ADDITIONAL INFORMATION.
	DATA OUTLET.		TELEPHONE OUTLET.
	COMBINATION DATA/TELEPHONE OUTLET.	H	HEAT DETECTOR.
	FIRE ALARM COMBINATION SPEAKER/STROBE UNIT DEVICE. "WG" INDICATES WIRE GUARD.		ADDRESSABLE FIRE ALARM PULL STATION.
	FIRE ALARM STROBE UNIT DEVICE. "WG" INDICATES WIRE GUARD.	S	SMOKE DETECTOR.
CCTV	SECURITY CAMERA OUTLET.	CR	SECURITY CARD READER.

NOTE:
ITEMS SHOWN AS DASHED INDICATE ITEMS WHICH ARE TO BE REMOVED.

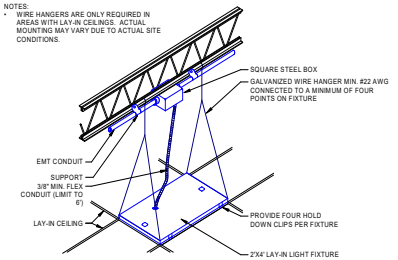
LIGHTING FIXTURE SCHEDULE

TYPE	ELECTRICAL DATA	MANUFACTURER	MODEL	LAMP	DESCRIPTION
A	277 V/1-36 VA	LITHONIA	2GTL-4-48L-EZ1-LP835	LED	2X4 LED TROFFER WITH 4800 LUMENS AND 0-10V DIMMING DOWN TO 1%.
AE	277 V/1-36 VA	LITHONIA	2GTL-4-48L-EZ1-LP835-EL14L	LED	SAME AS TYPE "A" EXCEPT WITH EMERGENCY BATTERY PACK.
B	277 V/1-30 VA	LITHONIA	2GTL-4-40L-EZ1-LP835	LED	2X4 LED TROFFER WITH 4000 LUMENS AND 0-10V DIMMING DOWN TO 1%.
BE	277 V/1-30 VA	LITHONIA	2GTL-4-40L-EZ1-LP835-EL14L	LED	SAME AS TYPE "B" EXCEPT WITH EMERGENCY BATTERY PACK.
C	Power In 277 V/1-11 VA	LITHONIA	LDN6-35/10-L06/AR-LSS-MVOLT-EZ1	LED	
CE	Power In 277 V/1-11 VA	LITHONIA	LDN6-35/10-L06/AR-LSS-MVOLT-EZ1-ELSD	LED	
G	277 V/1-28 VA	LITHONIA	CLX-L48-4000LM-SEF-FDL-WD-MVOLT-EZ1-35K-80CRI-WH	LED	4' SUSPENDED LED STRIP LIGHT WITH 4000 LUMEN OUTPUT AND WHITE FINISH.
GE	277 V/1-28 VA	LITHONIA	CLX-L48-4000LM-SEF-FDL-WD-MVOLT-EZ1-35K-80CRI-E10WLCP-WH	LED	SAME AS TYPE "G" EXCEPT WITH EMERGENCY BATTERY PACK.
WE	277 V/1-25 VA	LITHONIA	WST LED-P2-40K-VW-MVOLT-E7WH-DBLXD	LED	LED WALL PACK WITH 3,000 LUMEN OUTPUT, EMERGENCY BATTERY BACK-UP, AND BLACK FINISH.

A. LIGHTED EXIT SIGNS SHALL BE CONNECTED TO THE UNSWITCHED SIDE OF THE CIRCUIT SHOWN ON PLANS.



1 RECESSED DOWNLIGHT INSTALLATION DETAIL
NTS



2 RECESSED LIGHT FIXTURE INSTALLATION DETAIL
NTS

PACKET 11.595 May 10, 2022

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

CENTER AND ALIGN TOP OF CLIENT LOGO WITH TOP BORDER

CLIENT LOGO TO BE A MAX. DIMENSION OF 2" IN ANY DIRECTION

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Electrical Abbreviations, Legend, Schedules & Details

E-001

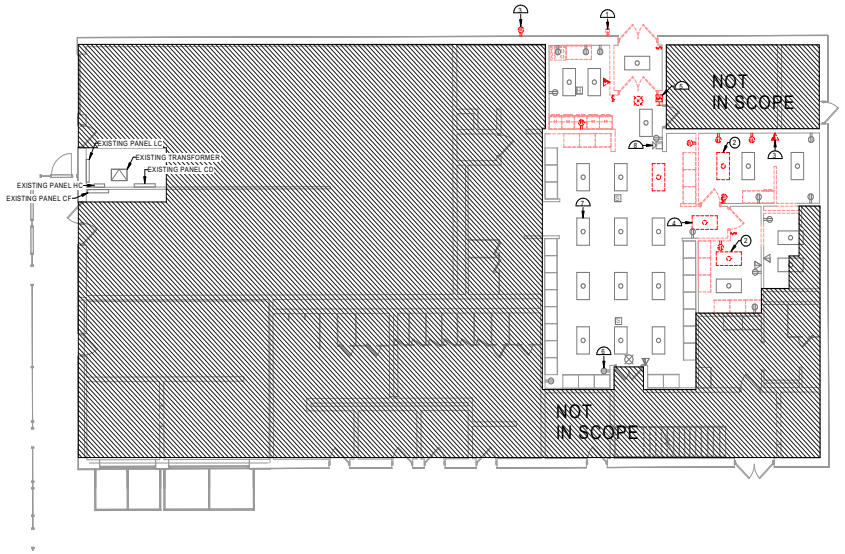
GENERAL NOTES

A. AS PART OF THE REQUIREMENTS OF THE CONTRACT, THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE SCOPE AND MAGNITUDE OF THIS DEMOLITION WORK.
B. ALL DOWNSTREAM DEVICES NOT BEING REMOVED AS PART OF THIS CONTRACT SHALL REMAIN ACTIVE. THIS INCLUDES BUT IS NOT LIMITED TO RECEPTACLES, LIGHTS, DATA, FIRE ALARM, SECURITY AND TELEPHONE.
C. CONTRACTOR SHALL REMOVE ALL ABANDONED DEVICES, CONDUIT AND ALL ASSOCIATED WIRING ABOVE CEILING.

DEMOLITION NOTES

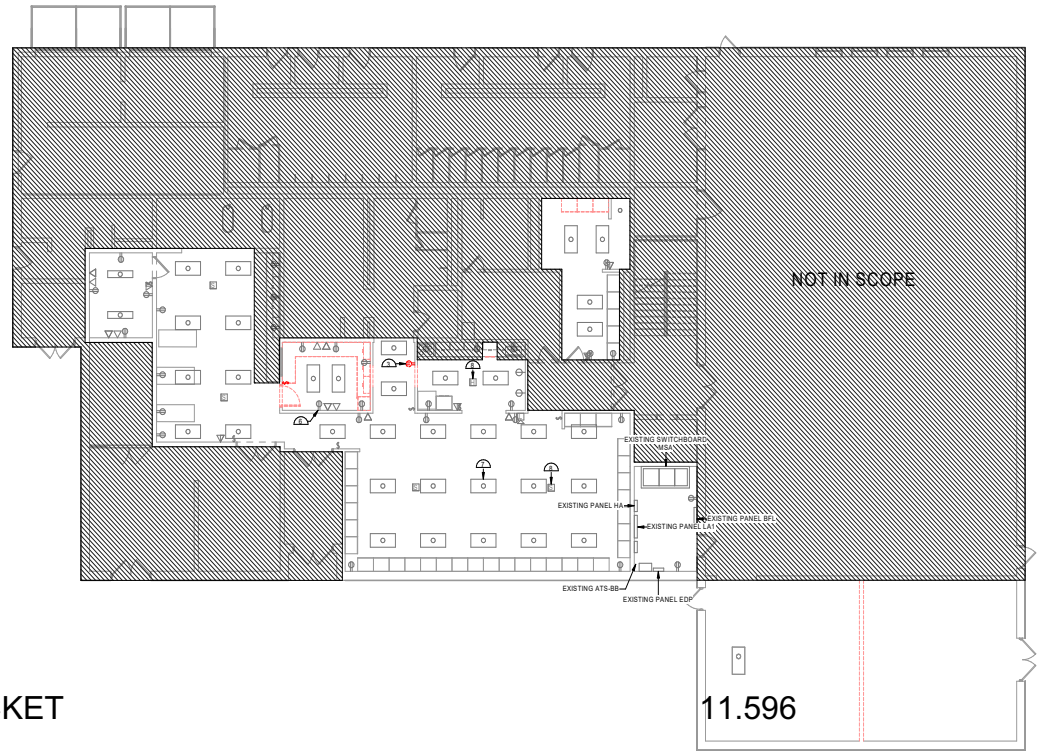
REMOVE EXISTING CONSTRUCTION AS INDICATED BY:

1. EXISTING EXTERIOR LIGHT TO BE RELOCATED. REFER TO SHEET E-111 FOR NEW LOCATION.
2. EXISTING 2X4 LIGHT TO BE RELOCATED. REFER TO SHEET E-111 FOR NEW LOCATION.
3. EXISTING ELECTRICAL DEVICE TO BE REMOVED. TYPICAL FOR ALL ELECTRICAL DEVICES SHOWN DASHED.
4. EXISTING LIGHT FIXTURE TO BE REMOVED. TYPICAL FOR ALL LIGHT FIXTURES SHOWN DASHED.
5. EXISTING FIRE ALARM DEVICE TO BE REMOVED. TYPICAL FOR ALL FIRE ALARM DEVICES SHOWN DASHED.
6. EXISTING ELECTRICAL DEVICE TO REMAIN. TYPICAL FOR ALL ELECTRICAL DEVICES SHOWN WITH SOLID LINES.
7. EXISTING LIGHT FIXTURE TO REMAIN. TYPICAL FOR ALL LIGHT FIXTURES SHOWN WITH SOLID LINES.
8. EXISTING FIRE ALARM DEVICE TO REMAIN. TYPICAL FOR ALL FIRE ALARM DEVICES SHOWN WITH SOLID LINES.



2 ELECTRICAL DEMOLITION PLAN - VISITOR'S CLUB HOUSE
1/8" = 1'-0"

NORTH



1 ELECTRICAL DEMOLITION PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

NORTH

PACKET

11.596

May 10, 2022

0 4' 8' 16'

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MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

CENTER AND ALIGN TOP OF CLIENT LOGO WITH TOP BORDER

CLIENT LOGO TO BE A MAX. DIMENSION OF 2" IN ANY DIRECTION

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

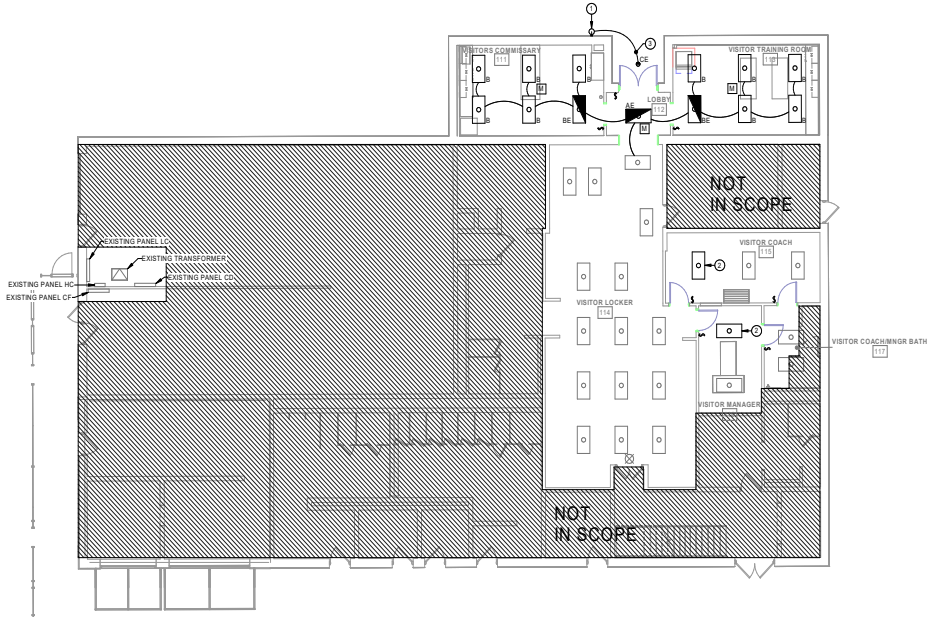
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Electrical Demolition Plans

E-101

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2 LIGHTING PLAN - VISITOR'S CLUB HOUSE
1/8" = 1'-0"

NORTH

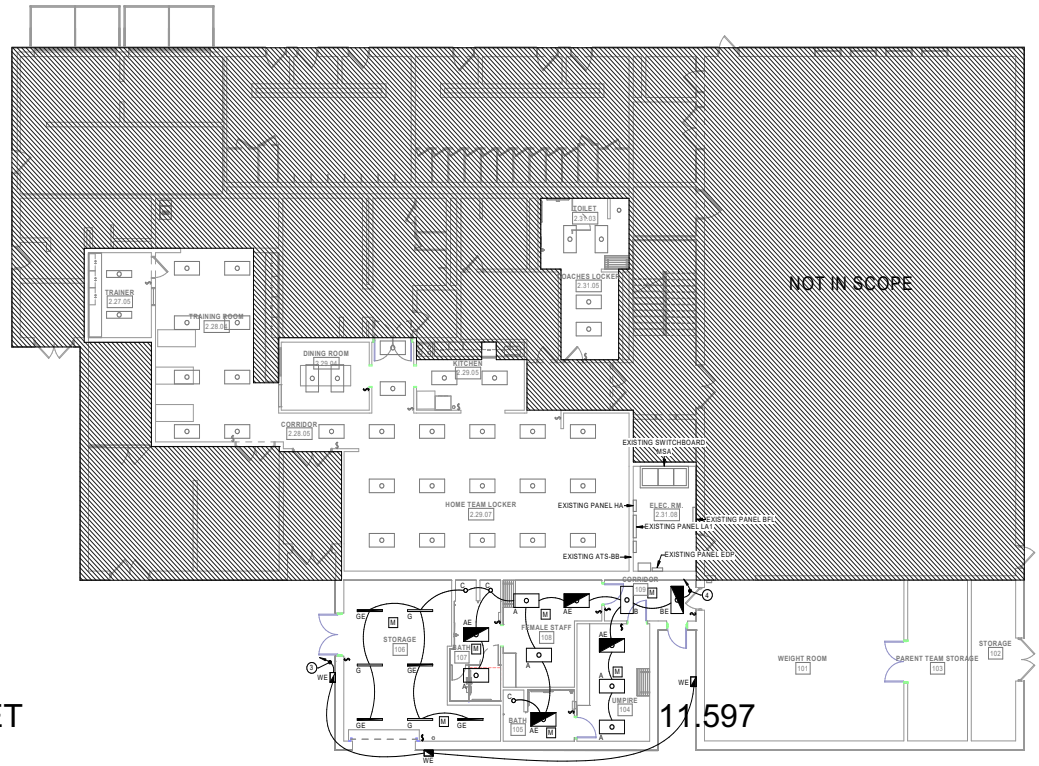
GENERAL NOTES

A. COORDINATE LOCATION OF LIGHT FIXTURES WITH ARCHITECTURAL AND MECHANICAL.
B. ALL EMERGENCY AND EGRESS LIGHTING SHALL BE CONNECTED TO THE SAME BRANCH CIRCUIT SERVING THE NORMAL LIGHTS AND SHALL BE ON THE LINE SIDE OF RELAYS OR SWITCHING DEVICES.
C. REFER TO KEYED NOTES FOR CONTROL OF ADDITIONAL EMERGENCY LIGHTING. ALL EXIT SIGNS SHALL BE CONNECTED FOR CONTINUOUS OPERATION.
D. AT LOCATIONS WHERE ROOM LIGHT FIXTURES ARE CONTROLLED THROUGH THE USE OF OCCUPANCY SENSORS, PROVIDE THE NUMBER OF SENSORS AND LOCATE THE UNITS AS REQUIRED FOR COMPLETE ROOM COVERAGE. WHERE MORE THAN ONE SENSOR IS LOCATED IN A COMMON SPACE, CONNECT THE UNITS SUCH THAT DETECTION OF OCCUPANCY FROM EITHER UNIT WILL ENERGIZE THE LIGHTING. WHERE SWITCHES ARE SHOWN IN CONJUNCTION WITH OCCUPANCY SENSORS, CONNECT THE SWITCHES TO DE-ENERGIZE THE LIGHTING INDICATED REGARDLESS OF OCCUPANCY. ADJUST ALL SENSOR TIME DELAYS AND MOTION SENSITIVITIES DURING PROJECT CLOSEOUT TO MEET THE OPERATIONAL FUNCTION OF THE OWNER.
E. EXACT LOCATION AND PLACEMENT OF EXIT LIGHTING SHALL BE FIELD DETERMINED TO ENSURE PROPER LINES OF SIGHT.
F. RECESSED DOWN LIGHT FIXTURES INSTALLED IN LAY-IN CEILINGS SHALL BE PROVIDED WITH ADJUSTABLE T-BAR ATTACHMENT ARMS MANUFACTURED BY THE LIGHT FIXTURE COMPANY.
G. PROVIDE DEDICATED NEUTRAL WIRE FOR ALL 277V BRANCH CIRCUITS. NO MULTI-WIRE BRANCH CIRCUITS SHALL BE ALLOWED.

KEY NOTES

AS INDICATED BY (2)

1. EXISTING EXTERIOR LIGHT RELOCATED TO THIS LOCATION. RECONNECT TO EXISTING EXTERIOR LIGHTING CIRCUIT AND CONTROLS SERVING THIS AREA.
2. RELOCATE EXISTING 2X4 LIGHT FIXTURE TO THIS LOCATION. RECONNECT TO EXISTING LIGHTING CIRCUIT IN THIS AREA.
3. EXTEND AND CONNECT TO EXISTING EXTERIOR LIGHTING CIRCUIT AND CONTROLS SERVING THIS AREA.
4. EXTEND AND CONNECT TO NEAREST 277/480V PANEL SERVING THIS AREA. PROVIDE 20A/1P CIRCUIT BREAKER. ROUTE (2) #12 AWG + #12 GND IN 3/4" CONDUIT.



1 LIGHTING PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

NORTH

0 4' 8' 16'

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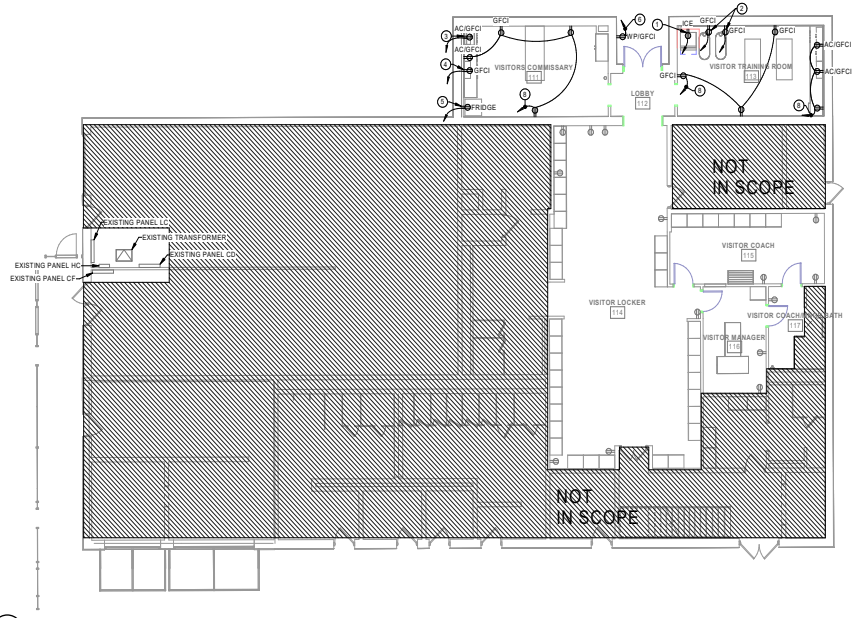
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Lighting Plans

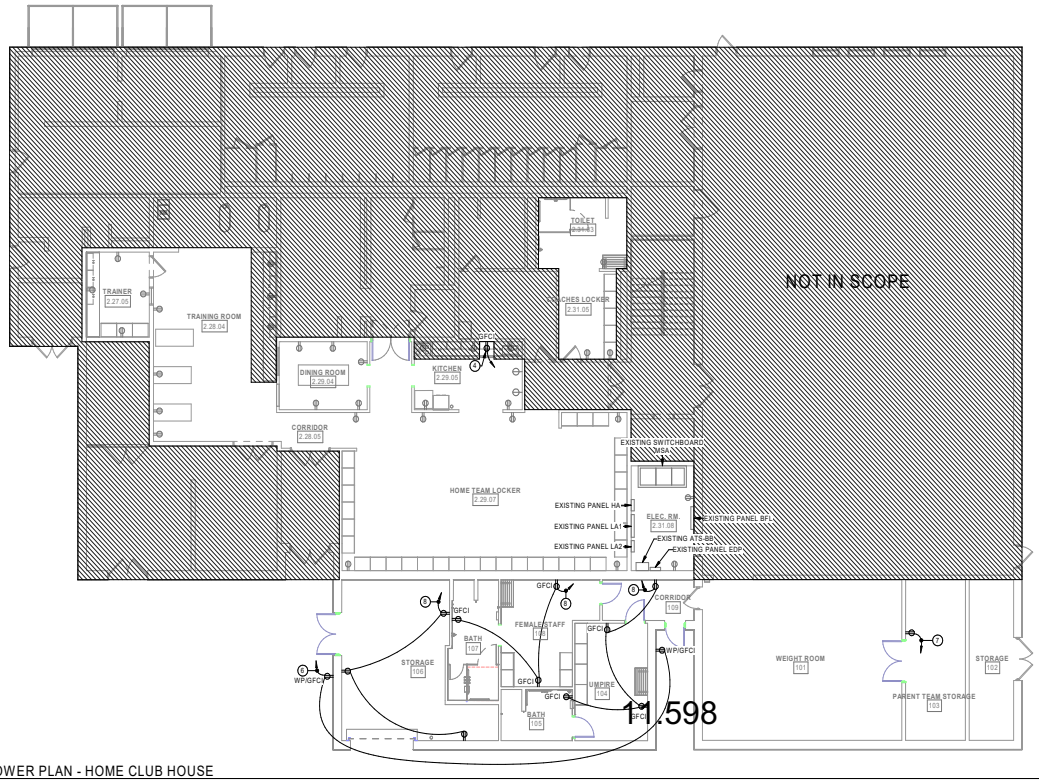
E-111

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2 POWER PLAN - VISITOR'S CLUB HOUSE
1/8" = 1'-0"

NORTH



1 POWER PLAN - HOME CLUB HOUSE
NTS

NORTH

GENERAL NOTES

A. REFER TO THE MECHANICAL DRAWINGS FOR THE LOCATION AND NUMBER OF SUPPLY AND RETURN AIR DUCTS. FOR UNITS THAT ARE INDICATED TO HAVE SMOKE DETECTION COVERAGE, PROVIDE THE NUMBER OF DETECTORS AS REQUIRED TO COVER ALL OF THE DUCTS.
B. ALL CONDUITS SERVING ROOF-MOUNTED EQUIPMENT SHALL BE EXTENDED INSIDE THE UNIT CURBS TO AVOID ADDITIONAL PITCHPANS. ALL EXTERIOR CONDUIT SHALL BE RIGID GALVANIZED STEEL OR LIQUID TIGHT FLEXIBLE CONDUIT AS SPECIFIED.
C. AT LOCATIONS WHERE A COMMON EXHAUST FAN IS CONTROLLED THROUGH INDEPENDENT WALL SWITCHES, CONNECT THE SWITCHES IN PARALLEL TO ALLOW EITHER SWITCH TO OPERATE THE FAN.
D. REFER TO THE COMMUNICATIONS/FIRE ALARM SHEETS FOR ADDITIONAL POWER REQUIREMENTS TO INCLUDE INFRARED FLUSH VALVES.
E. REFER TO THE MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE FOR BRANCH CIRCUIT REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT.
F. ELECTRICAL ROOM EXHAUST FANS SHALL BE CONTROLLED BY A TEMPERATURE SENSOR.
G. COORDINATE WITH SECURITY CONTRACTOR FOR ALL POWER REQUIREMENTS. REFER TO COMMUNICATION SHEETS FOR JUNCTION BOXES FOR MOTION DETECTORS, KEYPADS, DOOR CONTACTORS, ETC.
H. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONNECTION OF ALL HVAC AND PLUMBING EQUIPMENT (BUT NOT LIMITED TO RTU'S, AHU'S, FANS, DAMPERS, LOUVERS, PUMPS AND CONTROLS).
I. PROVIDE DEDICATED NEUTRAL WIRE FOR ALL 120V BRANCH CIRCUITS. NO MULTI-WIRE BRANCH CIRCUITS SHALL BE ALLOWED.

KEY NOTES

AS INDICATED BY: (#)

1. RELOCATED ICE MACHINE. RECONNECT TO EXISTING CIRCUIT. COORDINATE RECEPTACLE TYPE WITH MANUFACTURER PRIOR TO ROUGH-IN. ROUTE (2) #12 AWG + #12 GND IN 3/4" CONDUIT TO EXISTING CIRCUIT.
2. POWER FOR WHIRLPOOL. ROUTE (2) #12 AWG + #12 GND IN 3/4" CONDUIT. PROVIDE 20A/1P CIRCUIT BREAKER IN NEAREST AVAILABLE 120V PANEL SERVING THIS AREA. COORDINATE RECEPTACLE TYPE AND ADDITIONAL REQUIREMENTS WITH MANUFACTURER PRIOR TO ROUGH-IN.
3. POWER FOR MICROWAVE. ROUTE (2) #12 AWG + #12 GND IN 3/4" CONDUIT. PROVIDE 20A/1P CIRCUIT BREAKER IN NEAREST AVAILABLE 120V PANEL SERVING THIS AREA.
4. POWER FOR DISHWASHER. ROUTE (2) #12 AWG + #12 GND IN 3/4" CONDUIT. PROVIDE 20A/1P CIRCUIT BREAKER IN NEAREST AVAILABLE 120V PANEL SERVING THIS AREA.
5. POWER FOR REFRIGERATOR. ROUTE (2) #12 AWG + #12 GND IN 3/4" CONDUIT. PROVIDE 20A/1P CIRCUIT BREAKER IN NEAREST AVAILABLE 120V PANEL SERVING THIS AREA.
6. EXTEND AND CONNECT TO EXISTING EXTERIOR 120V CIRCUIT SERVING THIS AREA.
7. EXTEND AND CONNECT TO NEAREST AVAILABLE EXISTING 120V CIRCUIT SERVING THIS AREA.
8. ROUTE (2) #12 AWG + #12 GND IN 3/4" CONDUIT. PROVIDE 20A/1P CIRCUIT BREAKER IN NEAREST AVAILABLE 120V PANEL SERVING THIS AREA.

PACKET 1,598 May 10, 2022

0 4' 8' 16'

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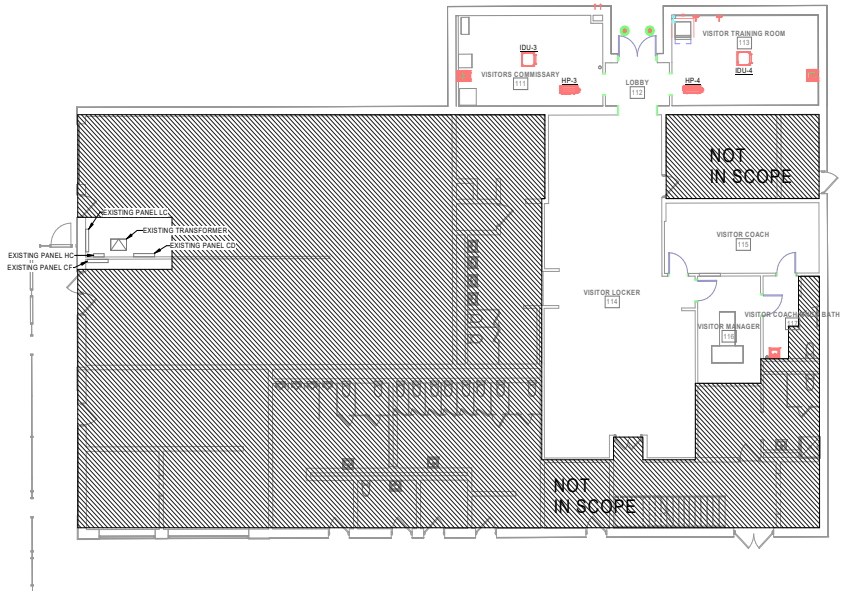
PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

Power Plans
E-121

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2 MECHANICAL POWER PLAN - VISITOR'S CLUB HOUSE
1/8" = 1'-0"

NORTH

MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE

MARK	Voltage	PHASE	NO. OF POLES	PANEL	BREAKER	CONDUIT	CONDUCTOR	DISCONNECT	NOTE	LOAD
EXHAUST FAN										
EF-1	208 V	1	2	LA1	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	4	229 VA
HEAT PUMP										
HP-1	208 V	1	2	LA1	20 A	3/4"	(2) #12 AWG + #12 GND	30 A	2,3,5	3536 VA
HP-2	208 V	1	2	LA1	20 A	3/4"	(2) #12 AWG + #12 GND	30 A	2,3,5	3536 VA
HP-3	208 V	1	2		20 A	3/4"	(2) #12 AWG + #12 GND	30 A	2,3,5,6	3536 VA
HP-4	208 V	1	2		20 A	3/4"	(2) #12 AWG + #12 GND	30 A	2,3,5,6	3536 VA
INDOOR UNIT										
IDU-1	208 V	1	2	LA1	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1,3,5	3536 VA
IDU-2	208 V	1	2	LA1	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1,3,5	3536 VA
IDU-3	208 V	1	2		20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1,3,5,6	3536 VA
IDU-4	208 V	1	2		20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1,3,5,6	3536 VA
UNIT HEATER										
UH-1	480 V	3	3	MSA	20 A	3/4"	(3) #12 AWG + #12 GND	0 A	1	5070 VA

NOTES:
1. PROVIDE A MOTOR RATED SWITCH. OVERLOADS SHALL MATCH MOTOR RATING.
2. PROVIDE ROOF-MOUNTED WP/GFCI RECEPTACLE MOUNTED ON/NEAR HVAC EQUIPMENT.
3. PROVIDE 3/4" CONDUIT FROM INDOOR UNIT TO OUTDOOR UNIT TO SUPPORT POWER AND CONTROL CABLING. COORDINATE WITH MANUFACTURER AND MECHANICAL FOR ALL REQUIREMENTS.
4. UNIT WILL BE PROVIDED WITH DISCONNECT SWITCH INTEGRAL TO THE UNIT BY MANUFACTURER.
5. INDOOR UNIT POWERED BY OUTDOOR UNIT. REFER TO MECHANICAL PLANS AND UNIT MANUFACTURER FOR ADDITIONAL INFORMATION.
6. PROVIDE POWER FROM NEAREST AVAILABLE 208V PANEL SERVING THIS AREA.



1 MECHANICAL POWER PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

NORTH

PACKET 11.599 May 10, 2022

0 4' 8' 16'

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Mechanical Equipment Power Plans

E-122

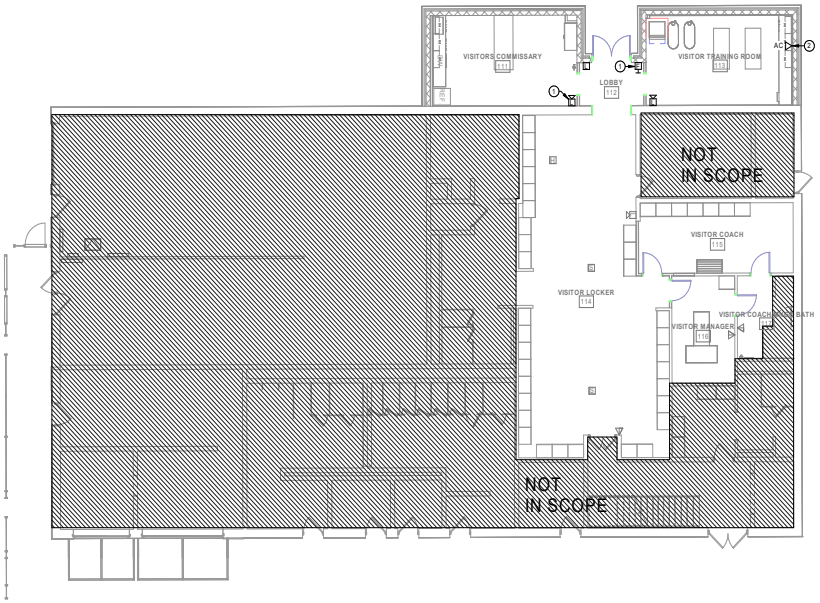
GENERAL NOTES

A. PROVIDE DUCT MOUNTED SMOKE DETECTORS/SAMPLING TUBES IN THE SUPPLY AIR DUCT OF ALL OF THE ROOF TOP UNITS OPERATING OVER 2000 CFM. THE CONTRACTOR SHALL FIELD VERIFY THE NUMBER AND LOCATION OF THE UNITS. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
B. CONNECT DUCT DETECTORS TO SHUT DOWN INDIVIDUAL HVAC UNIT UPON DETECTOR ALARM. PROVIDE FIRE ALARM CONNECTION TO SMOKE DETECTORS AND FIRE/SMOKE DAMPERS. REFER TO MECHANICAL FOR SMOKE AND FIRE/SMOKE DAMPER LOCATIONS AND SHUT DOWN FANS REGARDLESS OF UNIT CFM. REFER TO MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE FOR HVAC UNITS REQUIRING DUCT MOUNTED SMOKE DETECTORS.
C. PROVIDE REMOTE POWER SUPPLIES AND 120 VOLT POWER FOR POWER SUPPLIES AS REQUIRED FOR PROPER OPERATION OF THE SYSTEM.
D. REFER TO THE MECHANICAL DRAWINGS FOR THE LOCATION AND NUMBER OF SUPPLY AND RETURN AIR DUCTS. FOR UNITS THAT ARE INDICATED TO HAVE SMOKE DETECTION COVERAGE, PROVIDE THE NUMBER OF DETECTORS AS REQUIRED TO COVER ALL OF THE DUCTS.
E. PROVIDE 120V CONNECTION TO ELECTRIC DOOR LOCK MECHANISM AND CONTROLLER CONDUITS/ CONNECTIONS. CONNECT TO RELEASE WITH ACCESS CONTROL.
F. PROVIDE 120V CONNECTION TO ALL PTZ CAMERAS. EXTEND AND CONNECT TO NEAREST AVAILABLE CIRCUIT.
G. COORDINATE LOCATIONS OF ALL DEVICES PRIOR TO ROUGH-IN TO AVOID CONFLICTS WITH MILL WORK, MARKERBOARD, ETC.

KEY NOTES

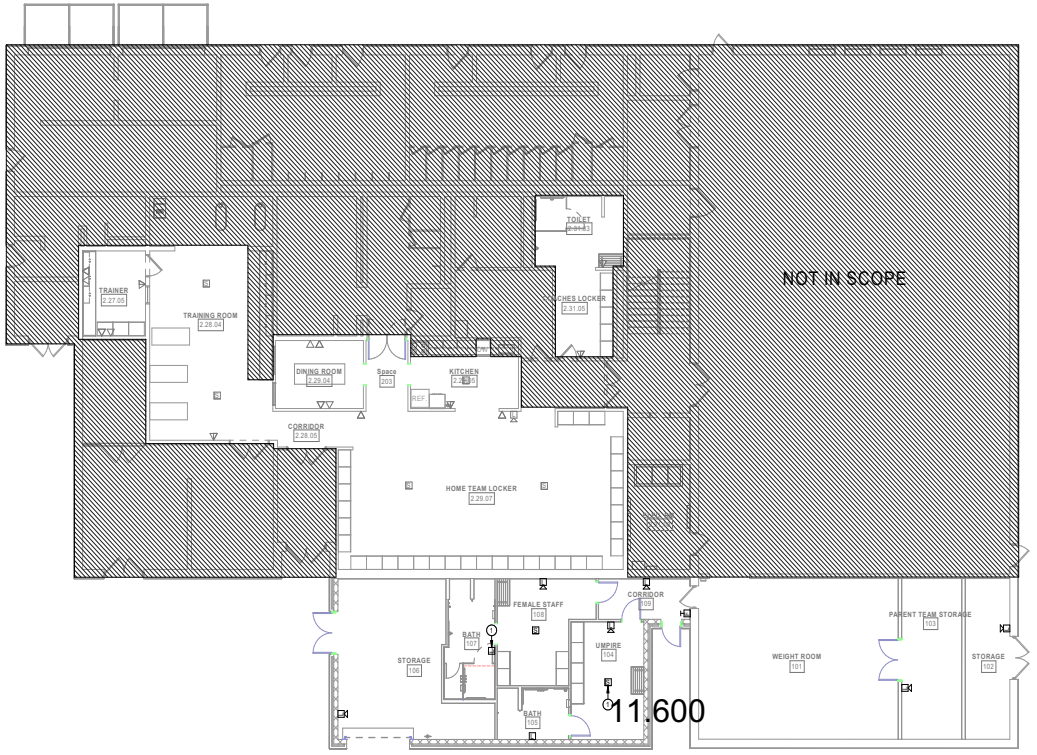
AS INDICATED BY: (#)

1. NEW FIRE ALARM DEVICE (MATCH EXISTING). CONNECT TO EXISTING FIRE ALARM SYSTEM. CONTRACTOR SHALL VERIFY EXISTING SYSTEM HAS ENOUGH CAPACITY FOR NEW DEVICES AND SHALL MODIFY OR EXPAND SYSTEM AS REQUIRED. (TYPICAL).
2. NEW DATA DROP (TYPICAL). PROVIDE BACKBOX, COVER PLATE, RJ45 PORTS AND CONNECTORS, AND 3/4" CONDUIT FROM BACKBOX TO AN ACCESSIBLE LOCATION ABOVE CEILING. ROUTE CAT6 CABLING FROM DEVICE TO NEAREST AVAILABLE I.T. ROOM ABOVE CEILING USING J-HOOKS. COORDINATE WITH I.T. PERSONNEL FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



2 COMMUNICATIONS PLAN - VISITOR'S CLUB HOUSE
1/8" = 1'-0"

NORTH



1 COMMUNICATIONS PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

NORTH

PACKET 11.600 May 10, 2022

Parkhill

THIS DOCUMENT IS RELEASED ON 04/25/2022 FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ISAAC N. AGUILAR P.E., LICENSE #117619. IT IS NOT TO BE USED FOR REGULATORY APPROVAL, CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

Parkhill.com

MOMENTUM BANK BALLPARK
Scharbauer Sports Complex

CENTER AND ALIGN TOP OF CLIENT LOGO WITH TOP BORDER

CLIENT LOGO TO BE A MAX. DIMENSION OF 2" IN ANY DIRECTION

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

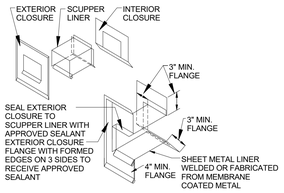
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	Owner Review

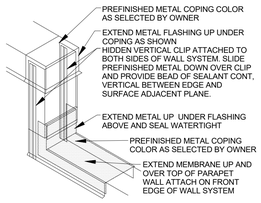
Communications Plans

E-131

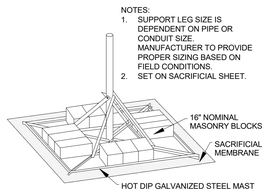
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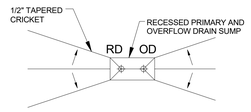
15 SCUPPER SHEET METAL
NOT TO SCALE



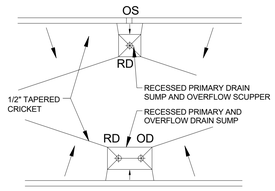
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NOT TO SCALE



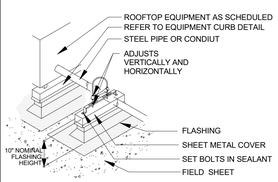
13 ANTENNA SUPPORT
NOT TO SCALE



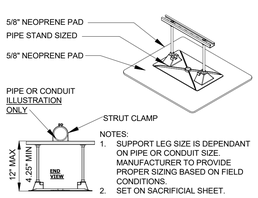
12 TAPERED CRICKETS
NOT TO SCALE



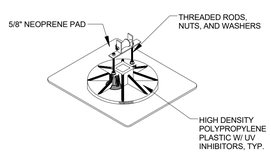
11 TAPERED CRICKET
NOT TO SCALE



10 PIPE STAND
NOT TO SCALE

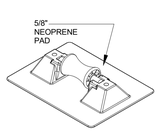


9 LARGE PIPE - PIPE STAND
NOT TO SCALE



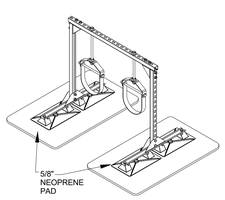
ROLLER AND SUPPORT LEG SIZE IS DEPENDENT ON PIPE OR CONDUIT SIZE. MANUFACTURER TO PROVIDE PROPER SIZING BASED ON FIELD CONDITIONS.

8 ROLLER PIPE SUPPORT
NOT TO SCALE

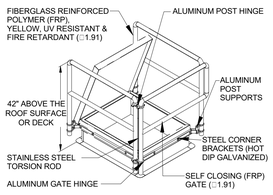


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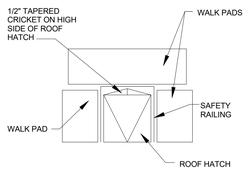
7 ROLLER PIPE SUPPORT
NOT TO SCALE



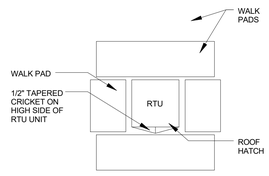
6 PIPE HANGER
NOT TO SCALE



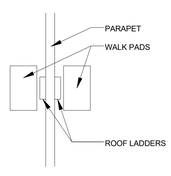
5 ROOR HATCH SAFETY RAILING
NOT TO SCALE



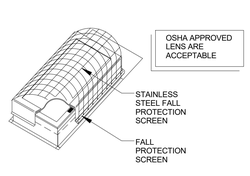
4 ROOF HATCH WALK PAD LAYOUT
NOT TO SCALE



3 ROOF TOP UNIT - WALK PAD LAYOUT
NOT TO SCALE



2 ROOF TO ROOF LADDER WITH WALK PADS
NOT TO SCALE

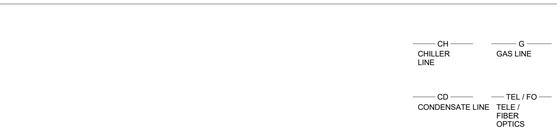


1 SKYLIGHT WITH FALL PROTECTION
NOT TO SCALE

GENERAL ROOF NOTES:

A. PROVIDE ALL REQUIRED UTILITY / STRUCTURAL COMPONENTS AND/OR CONNECTIONS FOR THE FUNCTIONAL USE OF ALL CONTRACTOR SUPPLIED EQUIPMENT OR APPLIANCES, REGARDLESS OF ANY OMISSIONS OR INCONSISTENCIES ENCOUNTERED IN THE CONSTRUCTION DOCUMENTS.
B. THE WORD 'PROVIDE' SHALL MEAN 'FURNISH AND INSTALL' COMPLETE AND READY TO USE.
C. IF DISCREPANCIES APPEAR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE HIGHER QUALITY, QUANTITY, AND PRICE SHALL SUPERSEDE.
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E. PROVIDE METAL END CLOSURE ON EXPANSION JOINTS WHERE THEY OCCUR AT THE EDGE OF THE ROOF.
F. ROOF SLOPES SHOWN ON DRAWINGS ARE GENERAL AND CONCEPTUAL ONLY. TAPER INSULATION IS SHOWN CONCEPTUALLY AND FOR INTENT ONLY; NOT TO SCALE AND SHOWN AS GRAPHIC REPRESENTATION ONLY TO SHOW SLOPE. INTENT IS TO PROVIDE POSITIVE DRAINAGE TO ALL ROOF DRAINS, SCUPPERS, AND GUTTERS. VERIFY INSULATION AND TAPER IN SHOP DRAWINGS AS REQUIRED TO MAINTAIN SLOPE PRIOR TO INSTALLATION. REFER TO STRUCTURAL (IF APPLIES) FOR EXACT TOS/BOD ELEVATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
G. PROVIDE TAPERED INSULATION CRICKETS (1/2"/FT. MIN. SLOPE) AT HIGH SIDE OF ALL MECHANICAL UNITS, SMOKE VENTS, ROOF HATCHES, AND OTHER MISC. ROOF PENETRATIONS, TO SHED WATER AROUND AND TO ENSURE POSITIVE ROOF DRAINAGE.
H. PROVIDE ADDITIONAL MANUFACTURER'S WALK PADS AS PROTECTION AT "SERVICE SIDE" OF ALL MECHANICAL EQUIPMENT - FIELD VERIFY LOCATIONS. AS WELL AS PROTECTION AT "ACCESS SIDE" OF ALL ROOF HATCHES AND ROOF ACCESS LADDERS - FIELD VERIFY LOCATIONS, AND AT DOWNSPOUT LOCATIONS.
I. ALL WOOD BLOCKING AT ROOF EDGES ARE TO BE FABRICATED FROM CONT. 2X6 FR-WD BOARDS. PROVIDE LARGER 2X FR-WD AS REQUIRED PER DIMENSIONED DETAILS OR AS FIELD CONDITIONS DICTATE. ALL COPING TO BE SLOPED TOWARD THE INTERIOR.
J. ALL EXPOSED FLASHING, COPING (IF APPLICABLE), AND THEIR ACCESSORIES SHALL BE AS SPECIFIED. PAINT ALL METAL FLASHING THAT IS NOT PREFINISHED (TYPICAL) AND VISIBLE FROM THE GROUND.
K. HEIGHT OF ALL NAILERS SHALL BE FLUSH WITH NEW INSULATION THICKNESS.
L. ALL THROUGH WALL FLASHING SYSTEMS TO ACCOMMODATE 8" MINIMUM FLASHING HEIGHT FROM FINISHED ROOF SURFACE. PROVIDE END DAMS AS CONDITIONS ALLOW. ALL FLASHING TO HAVE 4" LAP MINIMUM AND OR STEP.
M. ALL PITCH PANS SHALL BE DOUBLE SOLDERED STAINLESS STEEL AND RECEIVE EITHER MECHANICALLY ATTACHED GOOSENECKS OR METAL BONNETS. METAL BONNETS SHALL BE SECURED WITH CLAMPING RING AND SEALANT. SPECIAL CARE GIVEN TO WASH ALL METAL PRIOR TO INSTALLATION.
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P. ALL VERTICAL MEMBRANE FLASHING SHALL BE MECHANICALLY FASTENED AND INSTALLED WITH NEW METAL COUNTER FLASHING UTILIZING A CONTINUOUS CLEAT. SLIDE METAL COVER PLATE DOWN OVER VERTICAL CLEAT AND SEAL.
Q. PROVIDE NEW CONCRETE SPLASH BLOCKS ON ROOF ELEVATION ON TOP OF A WALK PAD WHERE DOWNSPOUTS OCCUR.
R. ALL PIPES AND CONDUIT SHALL RECEIVE PIPE SUPPORTS AND RELATED SHIMS AND SHALL BE PLACED ON AN ADDITIONAL ADHERED ROOF MEMBRANE UNDER SPECIFIED WALK PAD PRIOR TO SURFACE APPLICATION. SUPPORTS TO OCCUR AT 10'-0" O.C. AND WITHIN 2'-0" OF ALL SLOPES, TEES AND CORNERS. ALL PIPES TO BE PAINTED PER BUILDING CODE REQUIREMENTS.
S. ALL METAL FLASHING SHALL EXTEND BEYOND ROOF EDGE MIN. 8" WHERE FLASHING ABUTS VERTICAL WALL SURFACE AS DETAILED. ALL FLASHING SHALL BE INSTALLED IN SHINGLE FASHION.
T. AT ALL LOCATIONS WHERE CONVERGENCE OF MULTIPLE PLANES OF ROOFING TO WALL OCCUR, FIELD FABRICATE THERMOPLASTIC BOOT TO BE INSTALLED OVER NEW ROOFING, COMPLETELY OVERLAYING THE TRANSITIONS OF ALL ROOF TO WALL ELEVATIONS, INSIDE AND OUTSIDE 90 DEGREE CORNERS, ETC. PRIOR TO METAL INSTALLATION.
U. ALL EQUIPMENT CURBS TO BE RAISED AS NECESSARY TO MAINTAIN 10" MINIMUM HEIGHT ABOVE FINISHED ROOF SURFACE.
V. MECHANICAL, ELECTRICAL, AND PLUMBING ROOF EQUIPMENT SHOWN ON THIS PLAN IS FOR GENERAL ARCHITECTURAL INFORMATION ONLY. REFER TO MEP DOCUMENTS (IF APPLIES) FOR ROOFTOP EQUIPMENT NOT SHOWN, AND FOR ADDITIONAL REQUIREMENTS AND COORDINATION.
W. FLASHING AND STRIPPING MATERIALS, BASE PLY SHEETS, MEMBRANES, INSULATION, AND ACCESSORIES SHOULD BE AS RECOMMENDED BY THE ROOFING SYSTEM MANUFACTURER FOR INTENDED USE AND COMPATIBILITY WITH THE MEMBRANE ROOFING SYSTEM.
X. WHERE WOOD BLOCKING EXCEEDS 6" IN VERTICAL THICKNESS AT TAPERED INSULATION, PROVIDE STEM WALL CONSTRUCTED OF 6" GALVANIZED COLD FORMED METAL FRAMING AT 16" O.C. WITH CONT. TRACK AT TOP AND BOTTOM AND WITH 3/4" FR-EXT GRADE PLYWOOD AT EACH SIDE, TOP TO SLOPE WITH TAPERED INSULATION. REFER TO MEP DOCUMENTS (IF APPLIES) FOR PIPE SUPPORT LOCATIONS, TYPE, AND DETAILS. PAD SHALL BE MIN 2" WIDER THAN SUPPORT IN ALL DIRECTIONS.
Y. PROVIDE STEP FLASHING AND COVER PLATE AT SLOPED ROOF HIGH/LOW CONDITIONS.
Z. GUTTERS SHALL BE PREFINISHED GALVANIZED STEEL, SIZE PER DRAWINGS, UNO. PROVIDE PREFINISHED 1/4"x1 1/2" GALVANIZED STEEL BENT PLATE BRACKETS AND PREFINISHED 1" GALVANIZED STEEL SPACERS AT 36" O.C. MAX, STAGGER WITH EACH OTHER AT 18" O.C.
AA. PROVIDE PREFINISHED GUTTER EXPANSION JOINTS 30'-0" O.C. MAX.
BB. DOWNSPOUTS SHALL BE 5"x6" PREFINISHED GALVANIZED STEEL UNO WHERE LOCATED ON ROOF PLAN. PROVIDE PREFINISHED 2" GALVANIZED STEEL HANGERS AT 36" O.C. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
CC. PROVIDE CAST IRON BOOT (TYPICAL) AT ALL DOWNSPOUTS THAT ARE TO GRADE, CONNECT TO STORM SEWER.
DD. PROVIDE SPLASH BLOCKS AT ALL ROOF LEADER NOZZLES THAT SPILL ONTO GROUND.
EE. VERIFY ELEVATION OF ROOF DRAIN RELATIVE TO OVERFLOW SCUPPER PRIOR TO INSTALLATION OF SCUPPERS.
FF. LOCATE SCUPPERS AS INDICATED ON ELEVATIONS, EITHER CENTERED OVER WINDOWS/OPENINGS, OR CENTERED BETWEEN WINDOWS/OPENINGS, UNO. ADJUST PLACEMENT TO MEET MASONRY COURSING MODULES.
GG. ALL ROOF DETAILS FOR METAL BUILDING AND METAL ROOF CONSTRUCTION ARE FOR BASIS OF DESIGN, FOR BOTH PRE-MANUFACTURED METAL BUILDING SYSTEMS AND METAL ROOF SYSTEMS. FINAL DETAILS SHALL BE SUBMITTED BY METAL BUILDING MANUFACTURER AND/OR METAL ROOF SYSTEM MANUFACTURER AND COORDINATED WITH ARCHITECTURAL THROUGH THE SUBMITTAL PROCESS PRIOR TO CONSTRUCTION TO ACTIVATE AND PROVIDE A SINGLE SOURCE 20 YEAR NDL WARRANTY WITH WEATHERTIGHTNESS PROTECTION AS SPECIFIED FOR METAL BUILDING AND METAL ROOF SYSTEM.

Building Code	20XX IBC
Energy Code	20XXIECC
Existing Building Code	N/A
ASCE Wind Uplift Design	ASCE 7-16
Risk Category	Dean Brown
Topo Factor	XXX
Exposure	XXX
Basic Wind Speed	Dean Brown
Gust Effect Factor	Dean Brown



ROOF LEGEND

- LOW SLOPE ROOF SYSTEM
- METAL ROOF SYSTEM
- SHINGLE ROOF SYSTEM
- NOT IN CONTRACT

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04/25/2022

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MOMENTUM BALL PARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

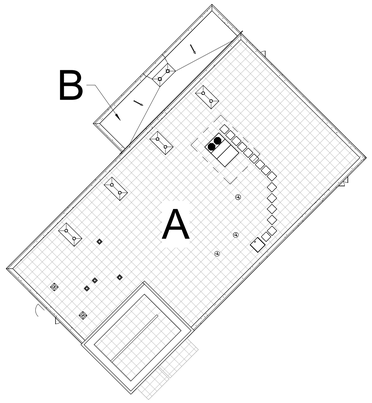
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	90% Construction Drawings

GENERAL INFORMATION 30x42

R-100

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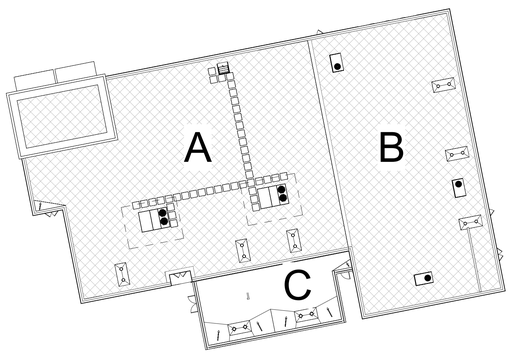


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T. AT ALL LOCATIONS WHERE CONVERGENCE OF MULTIPLE PLANES OF ROOFING TO WALL OCCUR, FIELD FABRICATE THERMOPLASTIC BOOT TO BE INSTALLED OVER NEW ROOFING, COMPLETELY OVERLAYING THE TRANSITIONS OF ALL ROOF TO WALL, ELEVATIONS, INSIDE AND OUTSIDE 90 DEGREE CORNERS, ETC. PRIOR TO METAL INSTALLATION.
U. ALL EQUIPMENT CURBS TO BE RAISED AS NECESSARY TO MAINTAIN 10" MINIMUM HEIGHT ABOVE FINISHED ROOF SURFACE.
V. MECHANICAL, ELECTRICAL, AND PLUMBING ROOF EQUIPMENT SHOWN ON THIS PLAN IS FOR GENERAL ARCHITECTURAL INFORMATION ONLY. REFER TO MEP DOCUMENTS (IF APPLIES) FOR ROOFTOP EQUIPMENT NOT SHOWN, AND FOR ADDITIONAL REQUIREMENTS AND COORDINATION.
W. FLASHING AND STRIPPING MATERIALS, BASE PLY SHEETS, MEMBRANES, INSULATION, AND ACCESSORIES SHOULD BE AS RECOMMENDED BY THE ROOFING SYSTEM MANUFACTURER FOR INTENDED USE AND COMPATIBILITY WITH THE MEMBRANE ROOFING SYSTEM.
X. WHERE WOOD BLOCKING EXCEEDS 6" IN VERTICAL THICKNESS AT TAPERED INSULATION, PROVIDE STEM WALL CONSTRUCTED OF 6" GALVANIZED COLD FORMED METAL FRAMING AT 16" O.C. WITH CONT. TRACK AT TOP AND BOTTOM AND WITH 3/4" FR-EXT GRADE PLYWOOD AT EACH SIDE. TOP TO SLOPE WITH TAPERED INSULATION. REFER TO MEP DOCUMENTS (IF APPLIES) FOR PIPE SUPPORT LOCATIONS, TYPE, AND DETAILS. PAD SHALL BE MIN 2" WIDER THAN SUPPORT IN ALL DIRECTIONS.
Y. PROVIDE STEP FLASHING AND COVER PLATE AT SLOPED ROOF HIGH/LOW CONDITIONS.
Z. GUTTERS SHALL BE PREFINISHED GALVANIZED STEEL, SIZE PER DRAWINGS, UNO. PROVIDE PREFINISHED 1/4"x1 1/2" GALVANIZED STEEL BENT PLATE BRACKETS AND PREFINISHED 1" GALVANIZED STEEL SPACERS AT 36" O.C. MAX, STAGGER WITH EACH OTHER AT 18" O.C.
AA. PROVIDE PREFINISHED GUTTER EXPANSION JOINTS 30'-0" O.C. MAX.
BB. DOWNSPOUTS SHALL BE 5"x6" PREFINISHED GALVANIZED STEEL UNO WHERE LOCATED ON ROOF PLAN. PROVIDE PREFINISHED 2" GALVANIZED STEEL HANGERS AT 36" O.C. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
CC. PROVIDE CAST IRON BOOT (TYPICAL) AT ALL DOWNSPOUTS THAT ARE TO GRADE, CONNECT TO STORM SEWER.
DD. PROVIDE SPLASH BLOCKS AT ALL ROOF LEADER NOZZLES THAT SPILL ONTO GROUND.
EE. VERIFY ELEVATION OF ROOF DRAIN RELATIVE TO OVERFLOW SCUPPER PRIOR TO INSTALLATION OF SCUPPERS.
FF. LOCATE SCUPPERS AS INDICATED ON ELEVATIONS, EITHER CENTERED OVER WINDOWS/OPENINGS, OR CENTERED BETWEEN WINDOWS/OPENINGS, UNO. ADJUST PLACEMENT TO MEET MASONRY COURSING MODULES.
GG. ALL ROOF DETAILS FOR METAL BUILDING AND METAL ROOF CONSTRUCTION ARE FOR BASIS OF DESIGN, FOR BOTH PRE-MANUFACTURED METAL BUILDING SYSTEMS AND METAL ROOF SYSTEMS. FINAL DETAILS SHALL BE SUBMITTED BY METAL BUILDING MANUFACTURER AND/OR METAL ROOF SYSTEM MANUFACTURER AND COORDINATED WITH ARCHITECTURAL THROUGH THE SUBMITTAL PROCESS PRIOR TO CONSTRUCTION TO ACTIVATE AND PROVIDE A SINGLE SOURCE 20 YEAR NDL WARRANTY WITH WEATHERTIGHTNESS PROTECTION AS SPECIFIED FOR METAL BUILDING AND METAL ROOF SYSTEM.
HH.

SCOPE OF WORK:

- WORK SHALL INCLUDE MECHANICALLY FASTEN TWO LAYERS OF 2.2" INCH POLYISOCYANURATE TO THE METAL DECK AS PER ASCE 7 CRITERIA
- ADHERE A ONE-HALF INCH (1/2") COVER BOARD SET IN THE SPECIFIED ADHESIVE.
- ADHERE ALL ASSOCIATED CRICKETS IN THE SPECIFIED ADHESIVE.
- INSTALL A NEW TWO-PLY MODIFIED ROOF SYSTEM SET IN COLD ADHESIVE. ALL LAPS AND SEAMS TO BE HOT AIR WELDED.
- PROVIDE A TWENTY (20) YEAR NDL MANUFACTURER'S WARRANTY AND A TWO (2) YEAR CONTRACTOR'S WARRANTY.
- NEW METAL COPING CAP AND ACCESSORIES SHALL BE PREFINISHED, SELECTED BY THE OWNER FROM A FULL RANGE OF COLORS.



PLAN N / TRUE N

1 OVERALL ROOF PLAN - VISITOR & HOME CLUB HOUSE
3/64" = 1'-0"

CH CHILLER LINE
G GAS LINE
CD CONDENSATE LINE
TEL / FO TELE / FIBER OPTICS
E ELECTRIC LINE
SST SPLASH PAN / SUPPORT PAD
RPH ROOF PENETRATION HOUSING
ANCHOR STANCHION
GUY WIRE
VENT STACK
ANTENNA
WATER HYDRANT
SOIL / PLUMBING VENT
ELECTRIC DISCONNECT PEDESTAL
FLANGE MOUNTED EQUIPMENT
SECURITY CAMERA
EDP ELECTRICAL DISTRIBUTION PANEL
PITCH PAN
HS HOT STACK
PROCESS VENT STACK
CURB MOUNTED VENT
FLANGE MOUNTED VENT
RTU ROOF TOP UNIT
SATELLITE DISH
CURB MOUNTED EQUIPMENT
MISC. EQUIPMENT
MISC. EQUIP. ON EQUIP. CURBS
ROOF HATCH
RD PRIMARY ROOF DRAIN
OD OVERFLOW ROOF DRAIN
RD OD PRIMARY AND OVERFLOW ROOF DRAIN
SC THROUGH WALL SCUPPER
OS OVERFLOW SCUPPER
SC EDGE SCUPPER
DS/SB DOWNSPOUT/ SPLASHBLOCK
DS/CH DOWNSPOUT/ COLLECTOR HEAD
EJ EXPANSION JOINT
DS DOWNSPOUT
ME/G METAL EDGE W/GUTTER
ROOF ACCESS LADDER
ME METAL EDGE
P PARAPET
RW RISE WALL
P/EJ EXPANSION JOINT AT PARAPET
RME RAISED METAL EDGE
SLOPE DIRECTION
RW/EJ RISE WALL W/EXPANSION JOINT
SL SKYLIGHT

ROOF LEGEND

- LOW SLOPE ROOF SYSTEM
- METAL ROOF SYSTEM
- SHINGLE ROOF SYSTEM
- NOT IN CONTRACT

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Parkhill

04/25/2022

Parkhill.com

MOMENTUM BALL PARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	90% Construction Drawings

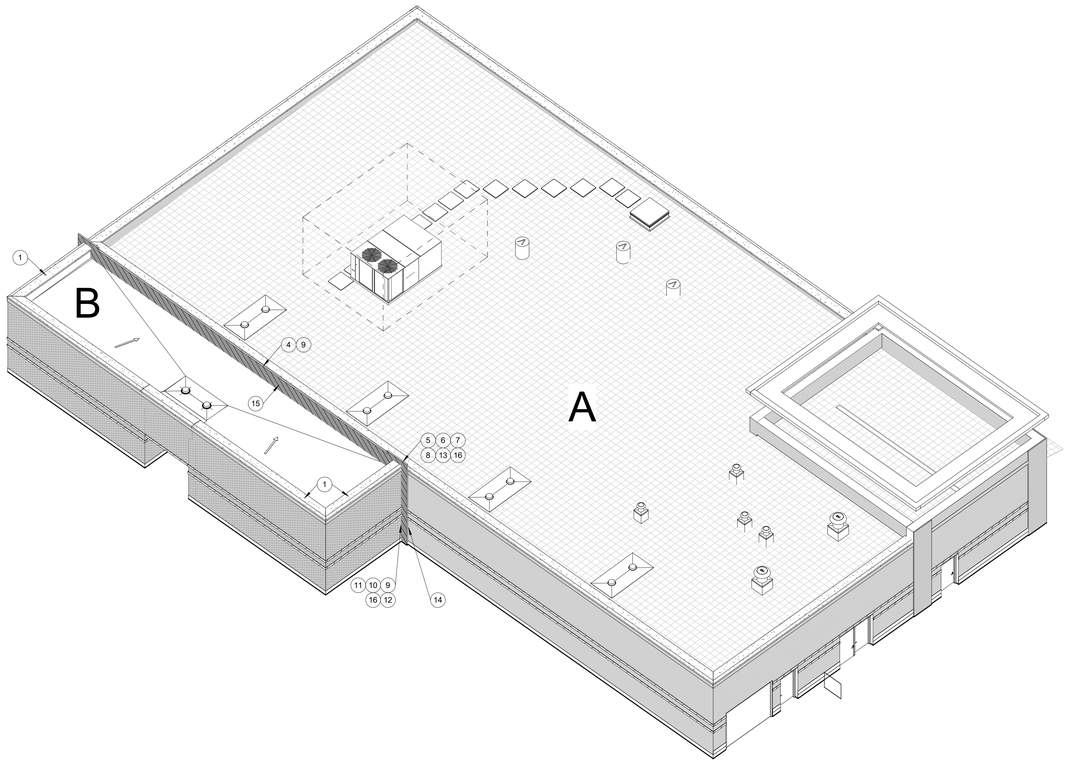
OVERALL ROOF PLAN

R-101

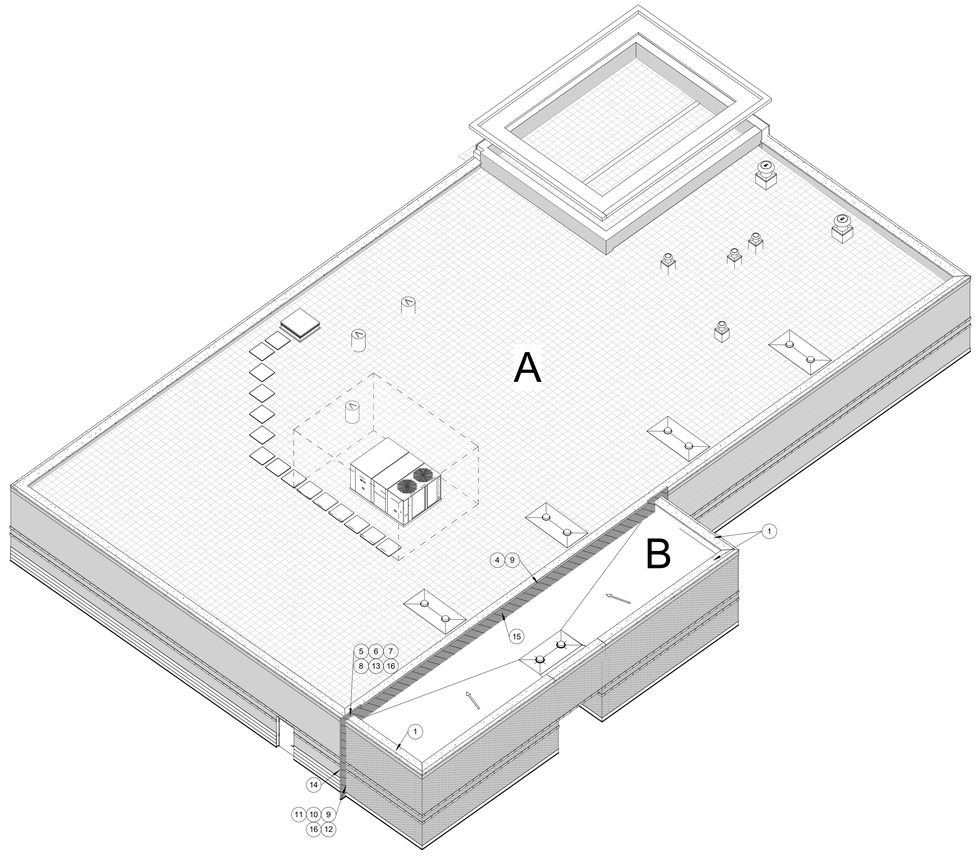
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11.602
May 10, 2022

SPECIFIC ROOF NOTES:

1. PREFINISHED METAL COPING.
2. PROVIDE 1/2" PER FOOT TAPERED CRICKETS.
3. ROOF DRAIN AND OVERFLOW DRAIN (RD/OD TYP.) REFER TO PLUMBING DRAWINGS FOR SIZE AND LEADER INFORMATION. REFER TO DETAIL FOR INSTALLATION.
4. PROVIDE ROOF TO RISE WALL EXPANSION JOINT FLASHING AS DETAILED.
5. PROVIDE PARAPET TO PARAPET EXPANSION JOINT AS DETAILED.
6. EXPANSION JOINT SHALL EXTEND TO RISE WALL AND TRANSITION TO A CORNER EXPANSION JOINT CONDITION AS DETAILED.
7. EXTEND EXPANSION JOINT THROUGH THE PARAPET AND FLASH WATERTIGHT. COVER WITH METAL FLASHING.
8. EXTEND EXPANSION JOINT THROUGH PARAPET AND USE SMACNA APPROVED METAL FLASHING DETAIL AT THIS CONDITION.
9. TRANSITION THE ROOF TO PARAPET EXPANSION JOINT DOWN TO ROOF TO ROOF EXPANSION JOINT.
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11. EXTEND EXPANSION JOINT VERTICALLY ON WALL SYSTEM AND THROUGH ROOF STRUCTURE ABOVE.
12. TRANSITION EXPANSION JOINT TO OTHER SIDE OF WALL SYSTEM AND FLASH THE CONDITION WATERTIGHT.
13. PROVIDE METAL END CLOSURE WHERE EXPANSION JOINT TERMINATES.
14. REMOVE EXISTING FACE BRICK (2 BRICKS WIDE) FULL HEIGHT OF EXISTING WALL WHERE NEW CONSTRUCTION ABUTS EXISTING. PROVIDE VERTICAL FLEXIBLE EMBED MEMBRANE ALONG VERTICAL EXPANSION JOINT. REINSTALL EXISTING FACE BRICK (CLEANED) BACK TO ORIGINAL CONDITION.
15. REMOVE EXISTING FACE BRICK (3 BRICKS HIGH) FULL LENGTH OF EXISTING WALL WHERE NEW CONSTRUCTION ABUTS EXISTING IN ALTERNATING INCREMENTS OF 5'-0" MAXIMUM AS DETAILED. PROVIDE FLASHING MEMBRANE ALONG LENGTH OF JOINT AS DETAILED. REINSTALL EXISTING FACE BRICK (CLEANED) BACK TO ORIGINAL CONDITION.
16. PROVIDE VERTICAL EXPANSION JOINT WHERE NEW CONSTRUCTION ABUTS EXISTING. PROVIDE VERTICAL FLEXIBLE EMBED MEMBRANE ALONG VERTICAL EXPANSION JOINT. INSTALL 2-PIECE, 24 GA. EXPANSION COVER FASTENED TO Z-CLIPS FASTENED TO EACH SIDE AT 12" O.C. FULL HEIGHT OF THE JOINT AND TERMINATE UNDER THE COPING AT THE TOP OF THE WALL TO CREATE A WATERTIGHT CONDITION.



1 VISITOR CLUB HOUSE - axonometric view



2 VISITOR CLUB HOUSE - AXONOMETRIC VIEW

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Parkhill

04/25/2022

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MOMENTUM BALL PARK

Scharbauer Sports Complex

MIDLAND
Scharbauer Sports Complex

CLIENT

City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.

6147.21

KEY PLAN

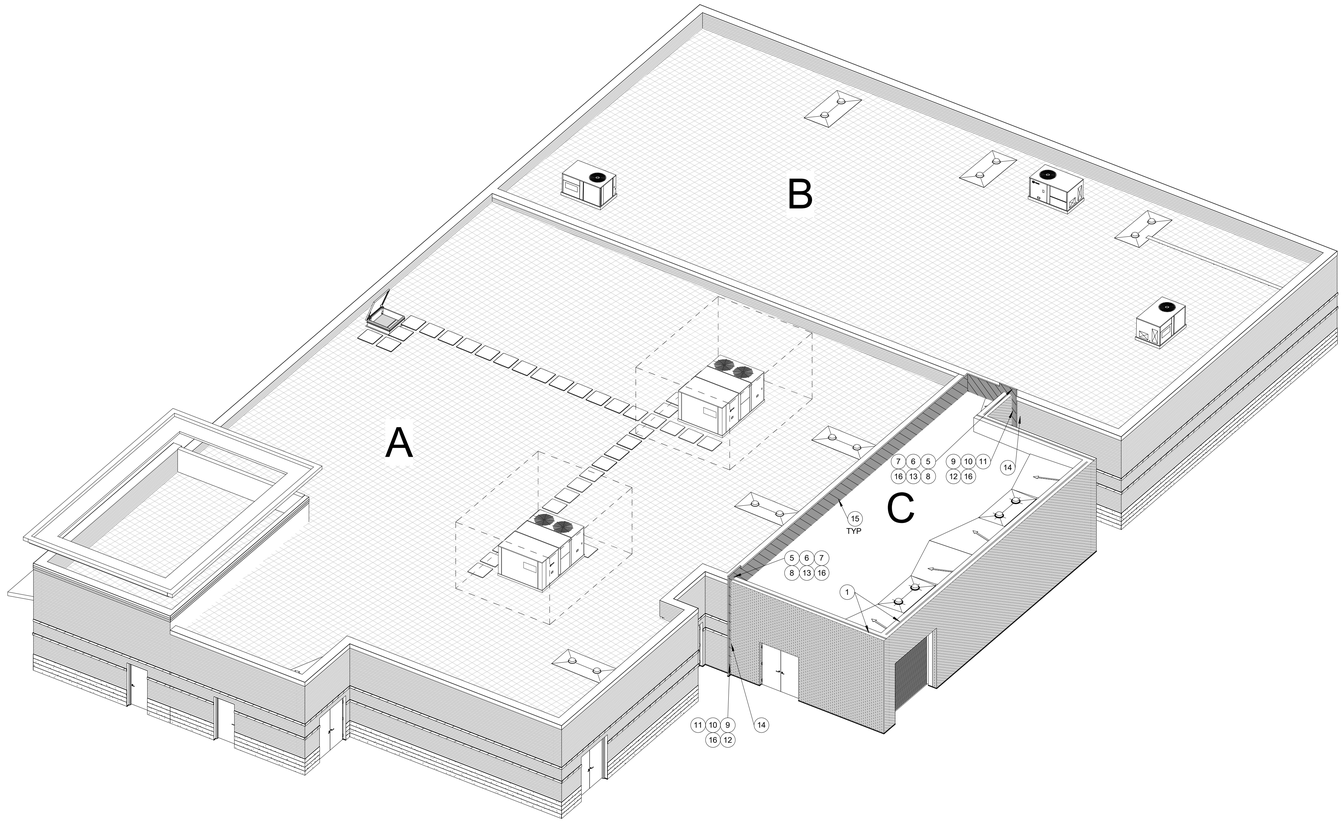
#	DATE	DESCRIPTION
-	04/25/2022	90% Construction Drawings

ENLARGED EXPANSION JOINTS

R-101A

SPECIFIC ROOF NOTES:

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15. REMOVE EXISTING FACE BRICK (3 BRICKS HIGH) FULL LENGTH OF EXISTING WALL WHERE NEW CONSTRUCTION ABUTS EXISTING IN ALTERNATING INCREMENTS OF 5'-0" MAXIMUM AS DETAILED. PROVIDE FLASHING MEMBRANE ALONG LENGTH OF JOINT AS DETAILED. REINSTALL EXISTING FACE BRICK (CLEANED) BACK TO ORIGINAL CONDITION.
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1 HOME CLUB HOUSE-EXP JT 1

Parkhill

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04/25/2022

MOMENTUM BALL PARK

Scharbauer Sports Complex

MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

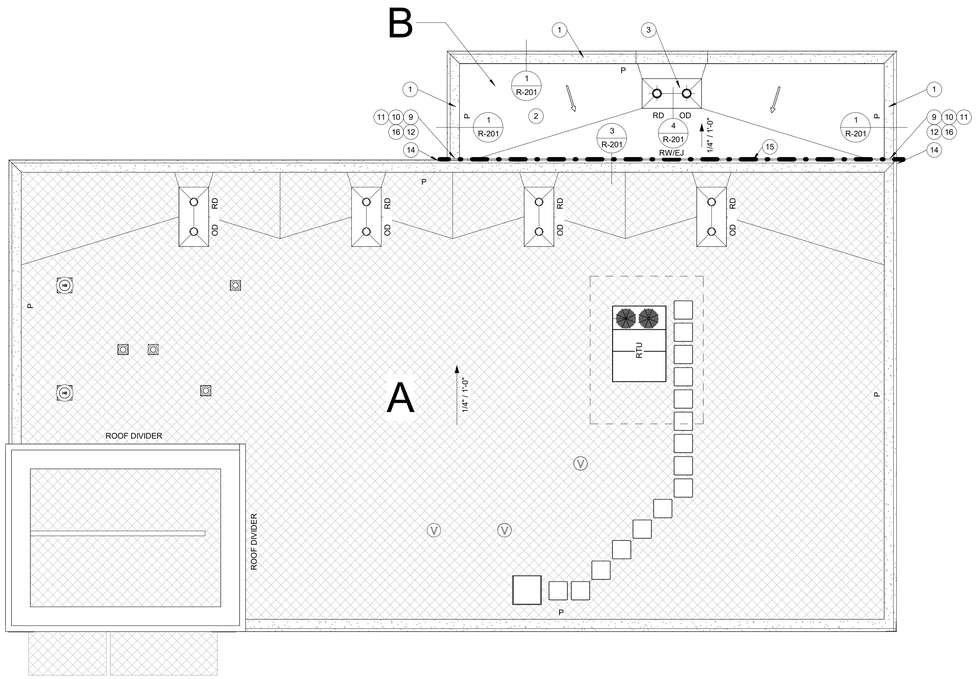
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	90% Construction Drawings

ENLARGED EXPANSION JOINTS

R-101B

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PLAN
TRUE N
N

1 ROOF PLAN - VISITOR CLUB HOUSE
1/8" = 1'-0"

GENERAL ROOF NOTES:

A. PROVIDE ALL REQUIRED UTILITY / STRUCTURAL COMPONENTS AND/OR CONNECTIONS FOR THE FUNCTIONAL USE OF ALL CONTRACTOR SUPPLIED EQUIPMENT OR APPLIANCES, REGARDLESS OF ANY OMISSIONS OR INCONSISTENCIES ENCOUNTERED IN THE CONSTRUCTION DOCUMENTS.
B. THE WORD 'PROVIDE' SHALL MEAN 'FURNISH AND INSTALL' COMPLETE AND READY TO USE.
C. IF DISCREPANCIES APPEAR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE HIGHER QUALITY, QUANTITY, AND PRICE SHALL SUPERSEDE.
D. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BECOME FAMILIAR WITH THE PROJECT AND THE ON-SITE / OFF-SITE CONDITIONS PRIOR TO BIDDING OR COMMENCING WORK.
E. PROVIDE METAL END CLOSURE ON EXPANSION JOINTS WHERE THEY OCCUR AT THE EDGE OF THE ROOF.
F. ROOF SLOPES SHOWN ON DRAWINGS ARE GENERAL AND CONCEPTUAL ONLY. TAPER INSULATION IS SHOWN CONCEPTUALLY AND FOR INTENT ONLY; NOT TO SCALE AND SHOWN AS GRAPHIC REPRESENTATION ONLY TO SHOW SLOPE. INTENT IS TO PROVIDE POSITIVE DRAINAGE TO ALL ROOF DRAINS, SCUPPERS, AND GUTTERS. VERIFY INSULATION AND TAPER IN SHOP DRAWINGS AS REQUIRED TO MAINTAIN SLOPE PRIOR TO INSTALLATION. REFER TO STRUCTURAL (IF APPLIES) FOR EXACT TOS/BOD ELEVATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
G. PROVIDE TAPERED INSULATION CRICKETS (1/2"/FT. MIN. SLOPE) AT HIGH SIDE OF ALL MECHANICAL UNITS, SMOKE VENTS, ROOF HATCHES, AND OTHER MISC. ROOF PENETRATIONS, TO SHED WATER AROUND AND TO ENSURE POSITIVE ROOF DRAINAGE.
H. PROVIDE ADDITIONAL MANUFACTURER'S WALK PADS AS PROTECTION AT "SERVICE SIDE" OF ALL MECHANICAL EQUIPMENT - FIELD VERIFY LOCATIONS. AS WELL AS PROTECTION AT "ACCESS SIDE" OF ALL ROOF HATCHES AND ROOF ACCESS LADDERS - FIELD VERIFY LOCATIONS, AND AT DOWNSPOUT LOCATIONS.
I. ALL WOOD BLOCKING AT ROOF EDGES ARE TO BE FABRICATED FROM CONT. 2X6 FR-WD BOARDS. PROVIDE LARGER 2X FR-WD AS REQUIRED PER DIMENSIONED DETAILS OR AS FIELD CONDITIONS DICTATE. ALL COPING TO BE SLOPED TOWARD THE INTERIOR.
J. ALL EXPOSED FLASHING, COPING (IF APPLICABLE), AND THEIR ACCESSORIES SHALL BE AS SPECIFIED. PAINT ALL METAL FLASHING THAT IS NOT PREFINISHED (TYPICAL) AND VISIBLE FROM THE GROUND.
K. HEIGHT OF ALL NAILERS SHALL BE FLUSH WITH NEW INSULATION THICKNESS.
L. ALL THROUGH WALL FLASHING SYSTEMS TO ACCOMMODATE 8" MINIMUM FLASHING HEIGHT FROM FINISHED ROOF SURFACE. PROVIDE END DAMS AS CONDITIONS ALLOW. ALL FLASHING TO HAVE 4" LAP MINIMUM AND OR STEP.
M. ALL PITCH PANS SHALL BE DOUBLE SOLDERED STAINLESS STEEL AND RECEIVE EITHER MECHANICALLY ATTACHED GOOSENECKS OR METAL BONNETS. METAL BONNETS SHALL BE SECURED WITH CLAMPING RING AND SEALANT. SPECIAL CARE GIVEN TO WASH ALL METAL PRIOR TO INSTALLATION.
N. ALL INFIELD EXPANSION JOINTS SHALL HAVE LOW SLOPED STANDING SEAM JOINTS AND SHALL BE CHAMFERED AT TERMINATION AT ROOF EDGE TO MEET PROFILE OF PERIMETER.
O. ANY CRACKS OR VOIDS IN RISE WALLS ABOVE COUNTER FLASHING SHALL BE REPAIRED WITH COMPATIBLE SEALANT.
P. ALL VERTICAL MEMBRANE FLASHING SHALL BE MECHANICALLY FASTENED AND INSTALLED WITH NEW METAL COUNTER FLASHING UTILIZING A CONTINUOUS CLEAT. SLIDE METAL COVER PLATE DOWN OVER VERTICAL CLEAT AND SEAL.
Q. PROVIDE NEW CONCRETE SPLASH BLOCKS ON ROOF ELEVATION ON TOP OF A WALK PAD WHERE DOWNSPOUTS OCCUR.
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12. TRANSITION EXPANSION JOINT TO OTHER SIDE OF WALL SYSTEM AND FLASH THE CONDITION WATERTIGHT.
13. PROVIDE METAL END CLOSURE WHERE EXPANSION JOINT TERMINATES.
14. REMOVE EXISTING FACE BRICK (2 BRICKS WIDE) FULL HEIGHT OF EXISTING WALL WHERE NEW CONSTRUCTION ABUTS EXISTING. PROVIDE VERTICAL FLEXIBLE EMBED MEMBRANE ALONG VERTICAL EXPANSION JOINT. REINSTALL EXISTING FACE BRICK (CLEANED) BACK TO ORIGINAL CONDITION.
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ROOF LEGEND

CH — CHILLER LINE
G — GAS LINE
CD — CONDENSATE LINE
TEL / FO — TELE / FIBER OPTICS
SST SPLASH PAN / SUPPORT PAD
RPH — ROOF PENETRATION HOUSING
E — ELECTRIC LINE
A — ANCHOR STANCHION
GUY WIRE
V — VENT STACK
ANTENNA
W — WATER HYDRANT
SOIL / PLUMBING VENT
E — ELECTRIC DISCONNECT PEDESTAL
FLANGE MOUNTED EQUIPMENT
SECURITY CAMERA
EDP — ELECTRICAL DISTRIBUTION PANEL
PITCH PAN
HS — HOT STACK
PROCESS VENT STACK
CURB MOUNTED VENT
FLANGE MOUNTED VENT
RTU — ROOF TOP UNIT
SATELLITE DISH
CURB MOUNTED EQUIPMENT
MISC. EQUIPMENT
MISC. EQUIP. ON EQUIP. CURBS
ROOF HATCH
RD / OD — PRIMARY ROOF DRAIN
OD — OVERFLOW ROOF DRAIN
RD / OD — PRIMARY AND OVERFLOW ROOF DRAIN
SC — THROUGH WALL SCUPPER
OS — OVERFLOW SCUPPER
SC — EDGE SCUPPER
DS/SB — DOWNSPOUT/ SPLASHBLOCK
DS/CH — DOWNSPOUT/ COLLECTOR HEAD
EJ — EXPANSION JOINT
DS — DOWNSPOUT
ME/G — METAL EDGE W/GUTTER
ROOF ACCESS LADDER
ME — METAL EDGE
P — PARAPET
RW — RISE WALL
P/EJ — EXPANSION JOINT AT PARAPET
RME — RAISED METAL EDGE
SLOPE DIRECTION
RW/EJ — RISE WALL W/EXPANSION JOINT
SL — SKYLIGHT
LOW SLOPE ROOF SYSTEM
SHINGLE ROOF SYSTEM
METAL ROOF SYSTEM
NOT IN CONTRACT

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Parkhill

04/25/2022

Parkhill.com

MOMENTUM BALL PARK

Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

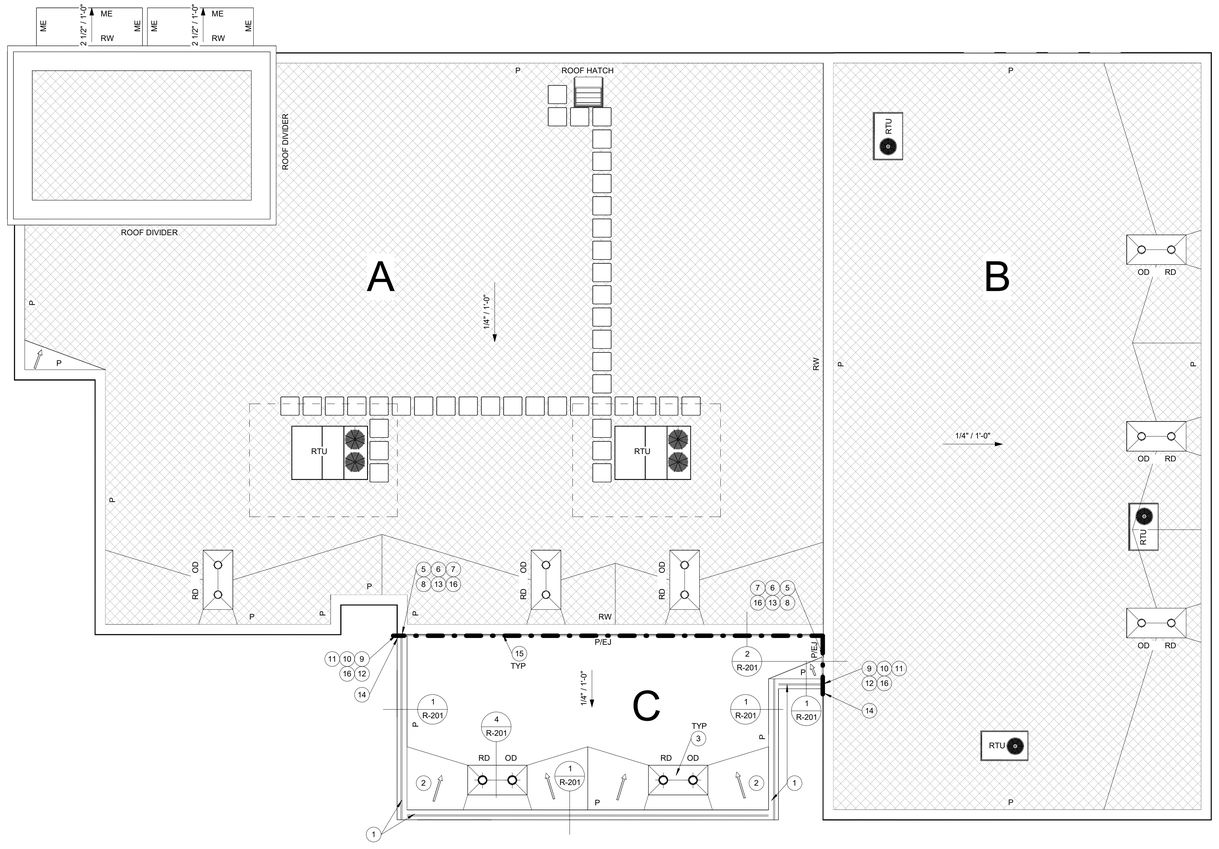
KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	90% Construction Drawings

ENLARGED ROOF PLAN

R-102

PACKET
11.605
May 10, 2022



PLAN NORTH
TRUE NORTH

1 ROOF PLAN - HOME CLUB HOUSE
1/8" = 1'-0"

GENERAL ROOF NOTES:

A. PROVIDE ALL REQUIRED UTILITY / STRUCTURAL COMPONENTS AND/OR CONNECTIONS FOR THE FUNCTIONAL USE OF ALL CONTRACTOR SUPPLIED EQUIPMENT OR APPLIANCES, REGARDLESS OF ANY OMISSIONS OR INCONSISTENCIES ENCOUNTERED IN THE CONSTRUCTION DOCUMENTS.
B. THE WORD 'PROVIDE' SHALL MEAN 'FURNISH AND INSTALL' COMPLETE AND READY TO USE.
C. IF DISCREPANCIES APPEAR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE HIGHER QUALITY, QUANTITY, AND PRICE SHALL SUPERSEDE.
D. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BECOME FAMILIAR WITH THE PROJECT AND THE ON-SITE / OFF-SITE CONDITIONS PRIOR TO BIDDING OR COMMENCING WORK.
E. PROVIDE METAL END CLOSURE ON EXPANSION JOINTS WHERE THEY OCCUR AT THE EDGE OF THE ROOF.
F. ROOF SLOPES SHOWN ON DRAWINGS ARE GENERAL AND CONCEPTUAL ONLY. TAPER INSULATION IS SHOWN CONCEPTUALLY AND FOR INTENT ONLY, NOT TO SCALE AND SHOWN AS GRAPHIC REPRESENTATION ONLY TO SHOW SLOPE. INTENT IS TO PROVIDE POSITIVE DRAINAGE TO ALL ROOF DRAINS, SCUPPERS, AND GUTTERS. VERIFY INSULATION AND TAPER IN SHOP DRAWINGS AS REQUIRED TO MAINTAIN SLOPE PRIOR TO INSTALLATION. REFER TO STRUCTURAL (IF APPLIES) FOR EXACT TOS/BOD ELEVATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
G. PROVIDE TAPERED INSULATION CRICKETS (1/2"/FT. MIN. SLOPE) AT HIGH SIDE OF ALL MECHANICAL UNITS, SMOKE VENTS, ROOF HATCHES, AND OTHER MISC. ROOF PENETRATIONS, TO SHED WATER AROUND AND TO ENSURE POSITIVE ROOF DRAINAGE.
H. PROVIDE ADDITIONAL MANUFACTURER'S WALK PADS AS PROTECTION AT "SERVICE SIDE" OF ALL MECHANICAL EQUIPMENT - FIELD VERIFY LOCATIONS, AS WELL AS PROTECTION AT "ACCESS SIDE" OF ALL ROOF HATCHES AND ROOF ACCESS LADDERS - FIELD VERIFY LOCATIONS, AND AT DOWNSPOUT LOCATIONS.
I. ALL WOOD BLOCKING AT ROOF EDGES ARE TO BE FABRICATED FROM CONT. 2X6 FR-WD BOARDS. PROVIDE LARGER 2X FR-WD AS REQUIRED PER DIMENSIONED DETAILS OR AS FIELD CONDITIONS DICTATE. ALL COPING TO BE SLOPED TOWARD THE INTERIOR.
J. ALL EXPOSED FLASHING, COPING (IF APPLICABLE), AND THEIR ACCESSORIES SHALL BE AS SPECIFIED. PAINT ALL METAL FLASHING THAT IS NOT PREFINISHED (TYPICAL) AND VISIBLE FROM THE GROUND.
K. HEIGHT OF ALL NAILERS SHALL BE FLUSH WITH NEW INSULATION THICKNESS.
L. ALL THROUGH WALL FLASHING SYSTEMS TO ACCOMMODATE 8" MINIMUM FLASHING HEIGHT FROM FINISHED ROOF SURFACE. PROVIDE END DAMS AS CONDITIONS ALLOW. ALL FLASHING TO HAVE 4" LAP MINIMUM AND OR STEP.
M. ALL PITCH PANS SHALL BE DOUBLE SOLDERED STAINLESS STEEL AND RECEIVE EITHER MECHANICALLY ATTACHED GOOSENECKS OR METAL BONNETS. METAL BONNETS SHALL BE SECURED WITH CLAMPING RING AND SEALANT. SPECIAL CARE GIVEN TO WASH ALL METAL PRIOR TO INSTALLATION.
N. ALL INFIELD EXPANSION JOINTS SHALL HAVE LOW SLOPED STANDING SEAM JOINTS AND SHALL BE CHAMFERED AT TERMINATION AT ROOF EDGE TO MEET PROFILE OF PERIMETER.
O. ANY CRACKS OR VOIDS IN RISE WALLS ABOVE COUNTER FLASHING SHALL BE REPAIRED WITH COMPATIBLE SEALANT.
P. ALL VERTICAL MEMBRANE FLASHING SHALL BE MECHANICALLY FASTENED AND INSTALLED WITH NEW METAL COUNTER FLASHING UTILIZING A CONTINUOUS CLEAT. SLIDE METAL COVER PLATE DOWN OVER VERTICAL CLEAT AND SEAL.
Q. PROVIDE NEW CONCRETE SPLASH BLOCKS ON ROOF ELEVATION ON TOP OF A WALK PAD WHERE DOWNSPOUTS OCCUR.
R. ALL PIPES AND CONDUIT SHALL RECEIVE PIPE SUPPORTS AND RELATED SHIMS AND SHALL BE PLACED ON AN ADDITIONAL ADHERED ROOF MEMBRANE UNDER SPECIFIED WALK PAD PRIOR TO SURFACE APPLICATION. SUPPORTS TO OCCUR AT 10'-0" O.C. AND WITHIN 2'-0" OF ALL SLOPES, TEES AND CORNERS. ALL PIPES TO BE PAINTED PER BUILDING CODE REQUIREMENTS.
S. ALL METAL FLASHING SHALL EXTEND BEYOND ROOF EDGE MIN. 8" WHERE FLASHING ABUTS VERTICAL WALL SURFACE AS DETAILED. ALL FLASHING SHALL BE INSTALLED IN SHINGLE FASHION.
T. AT ALL LOCATIONS WHERE CONVERGENCE OF MULTIPLE PLANES OF ROOFING TO WALL OCCUR, FIELD FABRICATE THERMOPLASTIC BOOT TO BE INSTALLED OVER NEW ROOFING, COMPLETELY OVERLAYING THE TRANSITIONS OF ALL ROOF TO WALL, ELEVATIONS, INSIDE AND OUTSIDE 90 DEGREE CORNERS, ETC. PRIOR TO METAL INSTALLATION.
U. ALL EQUIPMENT CURBS TO BE RAISED AS NECESSARY TO MAINTAIN 10" MINIMUM HEIGHT ABOVE FINISHED ROOF SURFACE.
V. MECHANICAL, ELECTRICAL, AND PLUMBING ROOF EQUIPMENT SHOWN ON THIS PLAN IS FOR GENERAL ARCHITECTURAL INFORMATION ONLY. REFER TO MEP DOCUMENTS (IF APPLIES) FOR ROOFTOP EQUIPMENT NOT SHOWN, AND FOR ADDITIONAL REQUIREMENTS AND COORDINATION.
W. FLASHING AND STRIPPING MATERIALS, BASE PLY SHEETS, MEMBRANES, INSULATION, AND ACCESSORIES SHOULD BE AS RECOMMENDED BY THE ROOFING SYSTEM MANUFACTURER FOR INTENDED USE AND COMPATIBILITY WITH THE MEMBRANE ROOFING SYSTEM.
X. WHERE WOOD BLOCKING EXCEEDS 6" IN VERTICAL THICKNESS AT TAPERED INSULATION, PROVIDE STEM WALL CONSTRUCTED OF 6" GALVANIZED COLD FORMED METAL FRAMING AT 16" O.C. WITH CONT. TRACK AT TOP AND BOTTOM AND WITH 3/4" FR-EXT GRADE PLYWOOD AT EACH SIDE, TOP TO SLOPE WITH TAPERED INSULATION.
Y. REFER TO MEP DOCUMENTS (IF APPLIES) FOR PIPE SUPPORT LOCATIONS, TYPE, AND DETAILS. PAD SHALL BE MIN 2" WIDER THAN SUPPORT IN ALL DIRECTIONS.
Z. PROVIDE STEP FLASHING AND COVER PLATE AT SLOPED ROOF HIGH/LOW CONDITIONS.
AA. GUTTERS SHALL BE PREFINISHED GALVANIZED STEEL, SIZE PER DRAWINGS, UNO. PROVIDE PREFINISHED 1/4"x1 1/2" GALVANIZED STEEL BENT PLATE BRACKETS AND PREFINISHED 1" GALVANIZED STEEL SPACERS AT 36" O.C. MAX, STAGGER WITH EACH OTHER AT 18" O.C.
BB. PROVIDE PREFINISHED GUTTER EXPANSION JOINTS 30'-0" O.C. MAX.
CC. DOWNSPOUTS SHALL BE 5"x6" PREFINISHED GALVANIZED STEEL UNO WHERE LOCATED ON ROOF PLAN. PROVIDE PREFINISHED 2" GALVANIZED STEEL HANGERS AT 36" O.C. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
DD. PROVIDE CAST IRON BOOT (TYPICAL) AT ALL DOWNSPOUTS THAT ARE TO GRADE, CONNECT TO STORM SEWER.
EE. PROVIDE SPLASH BLOCKS AT ALL ROOF LEADER NOZZLES THAT SPILL ONTO GROUND.
FF. VERIFY ELEVATION OF ROOF DRAIN RELATIVE TO OVERFLOW SCUPPER PRIOR TO INSTALLATION OF SCUPPERS.
GG. LOCATE SCUPPERS AS INDICATED ON ELEVATIONS, EITHER CENTERED OVER WINDOWS/OPENINGS, OR CENTERED BETWEEN WINDOWS/OPENINGS, UNO. ADJUST PLACEMENT TO MEET MASONRY COURSING MODULES.
HH. ALL ROOF DETAILS FOR METAL BUILDING AND METAL ROOF CONSTRUCTION ARE FOR BASIS OF DESIGN, FOR BOTH PRE-MANUFACTURED METAL BUILDING SYSTEMS AND METAL ROOF SYSTEMS. FINAL DETAILS SHALL BE SUBMITTED BY METAL BUILDING MANUFACTURER AND/OR METAL ROOF SYSTEM MANUFACTURER AND COORDINATED WITH ARCHITECTURAL THROUGH THE SUBMITTAL PROCESS PRIOR TO CONSTRUCTION TO ACTIVATE AND PROVIDE A SINGLE SOURCE 20 YEAR NDL WARRANTY WITH WEATHERTIGHTNESS PROTECTION AS SPECIFIED FOR METAL BUILDING AND METAL ROOF SYSTEM.

SCOPE OF WORK:

- WORK SHALL INCLUDE MECHANICALLY FASTEN TWO LAYERS OF 2.2" INCH POLYISOCYANURATE TO THE METAL DECK AS PER ASCE 7 CRITERIA
- ADHERE A ONE-HALF INCH (1/2") COVER BOARD SET IN THE SPECIFIED ADHESIVE.
- ADHERE ALL ASSOCIATED CRICKETS IN THE SPECIFIED ADHESIVE.
- INSTALL A NEW TWO-PLY MODIFIED ROOF SYSTEM SET IN COLD ADHESIVE. ALL LAPS AND SEAMS TO BE HOT AIR WELDED.
- PROVIDE A TWENTY (20) YEAR NDL MANUFACTURER'S WARRANTY AND A TWO (2) YEAR CONTRACTOR'S WARRANTY.
- NEW METAL COPING CAP AND ACCESSORIES SHALL BE PREFINISHED, SELECTED BY THE OWNER FROM A FULL RANGE OF COLORS.

SPECIFIC ROOF NOTES:

1. PREFINISHED METAL COPING.
2. PROVIDE 1/2" PER FOOT TAPERED CRICKETS.
3. ROOF DRAIN AND OVERFLOW DRAIN (RD/OD TYP.) REFER TO PLUMBING DRAWINGS FOR SIZE AND LEADER INFORMATION. REFER TO DETAIL FOR INSTALLATION.
4. PROVIDE ROOF TO RISE WALL EXPANSION JOINT FLASHING AS DETAILED.
5. PROVIDE PARAPET TO PARAPET EXPANSION JOINT AS DETAILED.
6. EXPANSION JOINT SHALL EXTEND TO RISE WALL AND TRANSITION TO A CORNER EXPANSION JOINT CONDITION AS DETAILED.
7. EXTEND EXPANSION JOINT THROUGH THE PARAPET AND FLASH WATERTIGHT. COVER WITH METAL FLASHING.
8. EXTEND EXPANSION JOINT THROUGH PARAPET AND USE SMACNA APPROVED METAL FLASHING DETAIL AT THIS CONDITION.
9. TRANSITION THE ROOF TO PARAPET EXPANSION JOINT DOWN TO ROOF TO ROOF EXPANSION JOINT.
10. CONTRACTOR SHALL TRANSITION WALL TO WALL EXPANSION JOINT DOWN VERTICALLY TO ROOF TO RISE WALL EXPANSION JOINT AS DETAILED.
11. EXTEND EXPANSION JOINT VERTICALLY ON WALL SYSTEM AND THROUGH ROOF STRUCTURE ABOVE.
12. TRANSITION EXPANSION JOINT TO OTHER SIDE OF WALL SYSTEM AND FLASH THE CONDITION WATERTIGHT.
13. PROVIDE METAL END CLOSURE WHERE EXPANSION JOINT TERMINATES.
14. REMOVE EXISTING FACE BRICK (2 BRICKS WIDE) FULL HEIGHT OF EXISTING WALL WHERE NEW CONSTRUCTION ABUTS EXISTING. PROVIDE VERTICAL FLEXIBLE EMBED MEMBRANE ALONG VERTICAL EXPANSION JOINT. REINSTALL EXISTING FACE BRICK (CLEANED) BACK TO ORIGINAL CONDITION.
15. REMOVE EXISTING FACE BRICK (3 BRICKS HIGH) FULL LENGTH OF EXISTING WALL WHERE NEW CONSTRUCTION ABUTS EXISTING IN ALTERNATING INCREMENTS OF 5'-0" MAXIMUM AS DETAILED. PROVIDE FLASHING MEMBRANE ALONG LENGTH OF JOINT AS DETAILED. REINSTALL EXISTING FACE BRICK (CLEANED) BACK TO ORIGINAL CONDITION.
16. PROVIDE VERTICAL EXPANSION JOINT WHERE NEW CONSTRUCTION ABUTS EXISTING. PROVIDE VERTICAL FLEXIBLE EMBED MEMBRANE ALONG VERTICAL EXPANSION JOINT. INSTALL 2-PIECE, 24 GA. EXPANSION COVER FASTENED TO Z-CLIPS FASTENED TO EACH SIDE AT 12" O.C. FULL HEIGHT OF THE JOINT AND TERMINATE UNDER THE COPING AT THE TOP OF THE WALL TO CREATE A WATERTIGHT CONDITION.

ROOF LEGEND

CH CHILLER LINE	G GAS LINE		SST SPLASH PAN / SUPPORT PAD	RPH ROOF PENETRATION HOUSING	GUY WIRE	ANTENNA	SOIL / PLUMBING VENT	FLANGE MOUNTED EQUIPMENT	EDP ELECTRICAL DISTRIBUTION PANEL	HS HOT STACK	CURB MOUNTED VENT	RTU ROOF TOP UNIT	CURB MOUNTED EQUIPMENT	MISC. EQUIP. ON EQUIP. CURBS	RD PRIMARY ROOF DRAIN	OD OVERFLOW ROOF DRAIN	RD OD PRIMARY AND OVERFLOW ROOF DRAIN	DS/SB DOWNSPOUT/ SPLASHBLOCK	EJ EXPANSION JOINT	ME/G METAL EDGE W/GUTTER	ME METAL EDGE	RW RISE WALL	RME RAISED METAL EDGE	RW/EJ RISE WALL W/EXPANSION JOINT	LOW SLOPE ROOF SYSTEM	METAL ROOF SYSTEM
CD CONDENSATE LINE	TEL / FO TELE / FIBER OPTICS	E ELECTRIC LINE	ANCHOR STANCHION	VENT STACK	WATER HYDRANT	ELECTRIC DISCONNECT PEDESTAL	SECURITY CAMERA	PITCH PAN	PROCESS VENT STACK	FLANGE MOUNTED VENT	SATELLITE DISH	MISC. EQUIPMENT	ROOF HATCH	SC THROUGH WALL SCUPPER	OS OVERFLOW SCUPPER	SC EDGE SCUPPER	DS/CH DOWNSPOUT/ COLLECTOR HEAD	DS DOWNSPOUT	ROOF ACCESS LADDER	P PARAPET	P/EJ EXPANSION JOINT AT PARAPET	SLOPE DIRECTION	SL SKYLIGHT	SHINGLE ROOF SYSTEM	NOT IN CONTRACT

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Parkhill

04/25/2022

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MOMENTUM BALL PARK
Scharbauer Sports Complex

MIDLAND Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

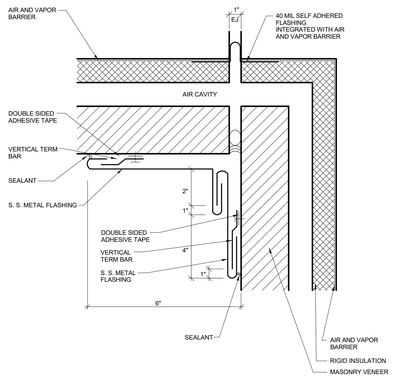
PROJECT NO.
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KEY PLAN

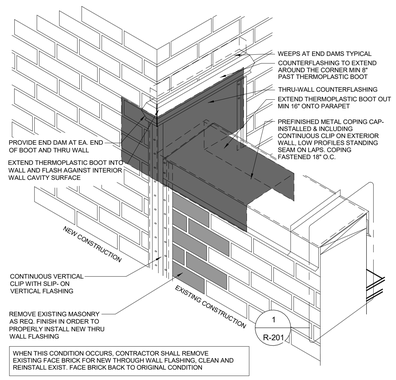
#	DATE	DESCRIPTION
-	04/25/2022	90% Construction Drawings

ENLARGED ROOF PLAN

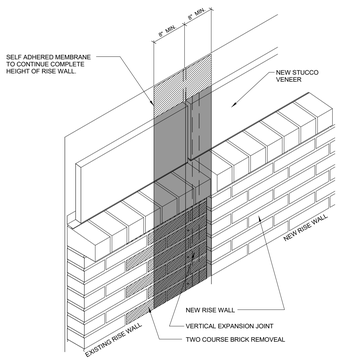
R-103



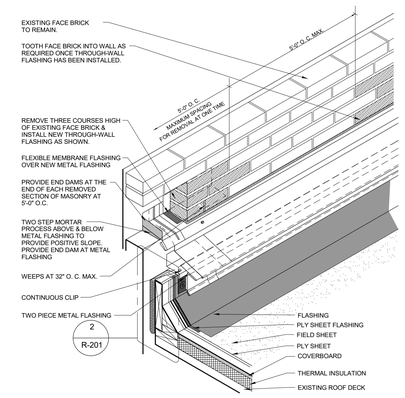
14 VERTICAL EXPANSION JOINT COVER
NOT TO SCALE



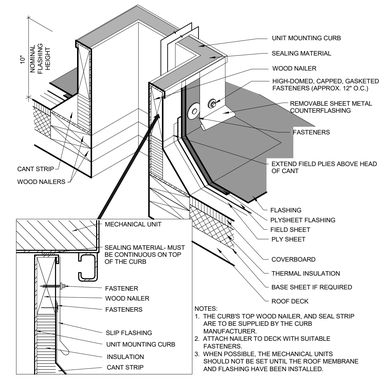
13 RISEWALL- BRICK EXPANSION JOINT CORNER - VERTICAL BRICK REMOVAL
NOT TO SCALE



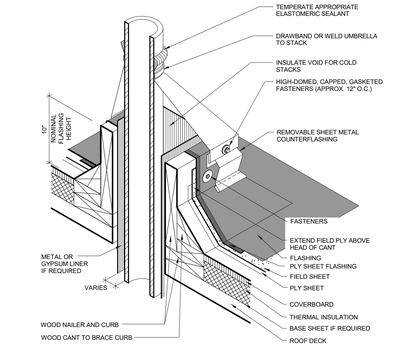
12 VERTICAL BRICK REMOVAL
NOT TO SCALE



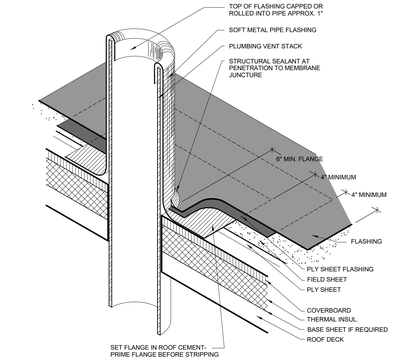
11 RISEWALL- BRICK EXPANSION JOINT - HORIZONTAL BRICK REMOVAL
NOT TO SCALE



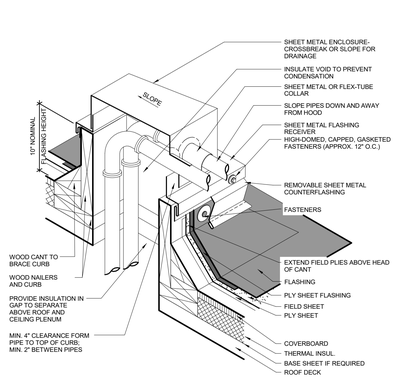
10 MECHANICAL CURB
NOT TO SCALE



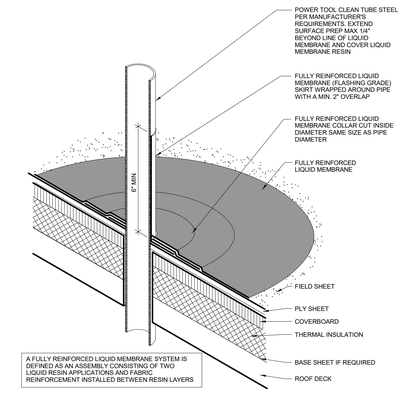
9 HOT STACK
NOT TO SCALE



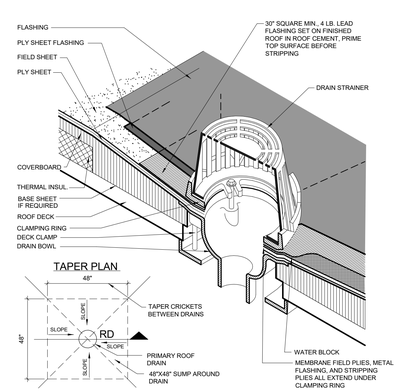
8 VENT STACK
NOT TO SCALE



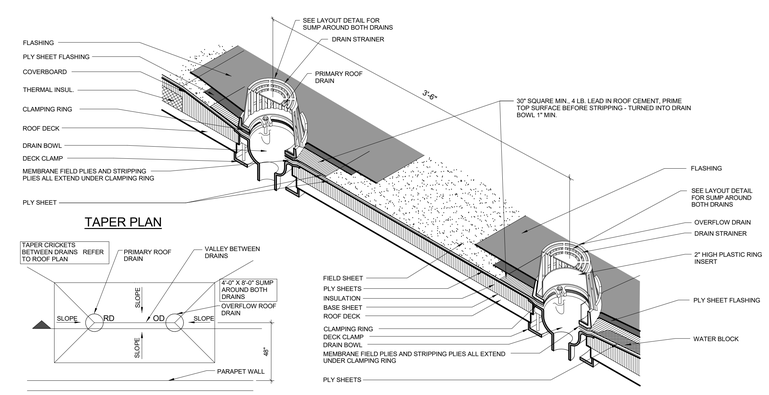
7 PIPE BOX
NOT TO SCALE



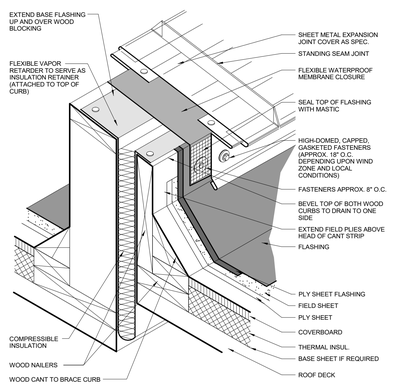
6 LIQUID APPLIED FLASHING
NOT TO SCALE



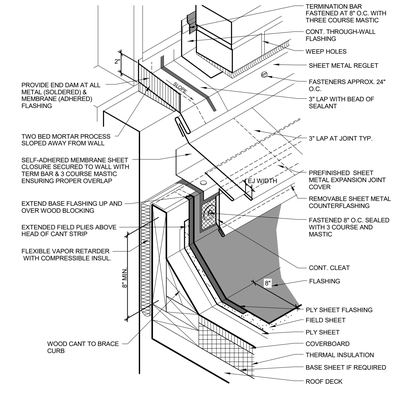
5 PRIMARY ROOF DRAIN
NOT TO SCALE



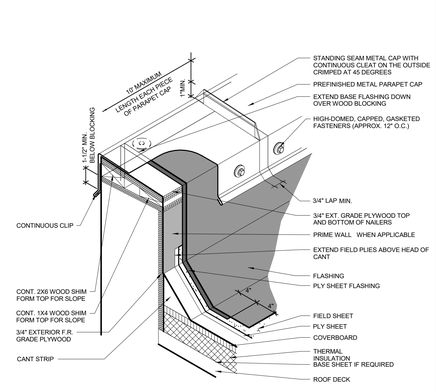
4 PRIMARY AND SECONDARY DRAINS
NOT TO SCALE



3 EXPANSION JOINT - NEW CONSTRUCTION
NOT TO SCALE



2 RISEWALL- BRICK EXPANSION JOINT
NOT TO SCALE



1 LOW PARAPET
NOT TO SCALE

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Parkhill

04/25/2022

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MOMENTUM BALL PARK

Scharbauer Sports Complex

MIDLAND
Scharbauer Sports Complex

CLIENT
City of Midland

5514 Champions Dr
Midland, TX 79706

PROJECT NO.
6147.21

KEY PLAN

#	DATE	DESCRIPTION
-	04/25/2022	90% Construction Drawings

ROOF DETAILS

R-201

PACKET
11.607
May 10, 2022

City Council Meeting

Item Number: 12

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: MOTION AUTHORIZING THE EXECUTION OF A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH EQUALIS GROUP LLC; SAID AGREEMENT PROVIDING FOR COOPERATIVE PURCHASING SERVICES THROUGH THE COOPERATIVE PURCHASING PROGRAMS ADMINISTERED BY EQUALIS GROUP LLC. **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Motion authorizing the execution of a Master Intergovernmental Cooperative Purchasing Agreement with Equalis Group LLC; said agreement providing for cooperative purchasing services through the cooperative purchasing programs administered by Equalis Group LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Discussion:

Please consider approval of a motion authorizing the City of Midland to participate in the Equalis Group LLC. Texas Local Government Code 271.102 provides that a local government may participate in a cooperative purchasing program with a local cooperative organization of the state of Texas or another state. Equalis Group LLC will facilitate compliance with state procurement requirements, identify qualified vendors of commodities, goods and services, and provide the City with various potential economies by increasing buying power. Please see the attached memo from Laurie Williams, Assistant Community Services Director, for additional information.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz, Purchasing Manager

FROM: Laurie Williams, Assistant Community Services Director

SUBJECT: Justification Memo for Equalis Group purchasing co-op

DATE: April 28, 2022

CC: Cristina Burns, Community Services Director

Equalis Group is a cooperative purchasing organization that provides publicly procured, competitively solicited contracts for a wide array of products and services. Master Agreements are established through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure our members stay in compliance.

The Equalis Group has communicated with the purchasing staff that they work with suppliers of artificial turf and sports field lighting. Equalis Group has contracts that will allow more cost- effective quotes than previously used co-op organizations. Saving tax payer dollars in order to buy more with less is always a priority.

Community Services requests that the City of Midland join the Equalis Group in order to take advantage of cost savings that would be realized in the purchase of artificial turf for sports fields.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.

3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.

4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.

5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.

6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.

7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of

Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.

9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.

10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.

12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5**, **6**, **7**, **8**, and **9** hereof shall survive any such termination.

13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.

15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.

17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.

The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:	City of Midland, Texas		
Agency Type:	Government - City		
Agency Department:	Other		
Street Address:	300 N. Loriane		
City / St / Zip:	Midland	Texas	79701
Phone #:	432-685-7234		
Federal Tax ID:	75-6000608		
Website URL:	www.midlandtexas.gov		

Primary Contact Information	
Name:	Erika Martinez
Title:	Purchasing Manager
Phone #:	432-685-7980
Email:	purchasing@midlandtexas.gov
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of City of Midland, Texas , that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	Robert Patrick
Title:	City Manager
Date:	

Signed: _____

Equalis Group Delivers *Public Sector Compliance*

Remain in Compliance with Equalis Group

The Public Sector procurement process is riddled with nuances and regulatory considerations established to safeguard how taxpayer dollars are spent. It is often overwhelming and confusing as purchasers navigate strict guidelines and a combination of local, state, and federal statutory requirements, but it doesn't have to be.

There are three compliant avenues for Public Sector entities to spend taxpayer dollars: *1)* conducting stand-alone bids/RFPs/RFQs; *2)* purchasing through State Term contracts; and, *3)* buying through the types of competitively solicited cooperative agreements Equalis Group offers.

We leverage our extensive Public Sector procurement acumen and decades of experience to ensure our members remain compliant when utilizing our publicly procured cooperative agreements to save time and money.

Equalis Group partners with Lead Agencies, Region 10 Educational Service Center (**Region 10 ESC**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. We then establish compliant already-procured Master Agreements with these winning vendors that are available to public agencies nationwide.

Equalis Group's Compliant Solicitation Process

Step 1



Prepare Solicitation

Lead Agency identifies member needs

Step 2



Publish Solicitation

Lead Agency publicly advertises & proactively distributes solicitation

Step 3



Open Proposals

Vendors submit proposal responses

Step 4



Evaluate & Award

Lead Agency evaluates responses using transparent criteria & issues contract awards

Step 5



Establish Master Agreement

Lead Agency negotiates final contract & posts on *www.EqualisGroup.org*



In short, Equalis Group collaborates with our Lead Agencies to deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i)* quickly acquire the products and services they need; *ii)* receive better pricing through the collective buying power of Equalis Group Members; and, *iii)* save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

Created by Public Sector Organizations *for Public Sector Organizations*

equalis GROUP

Who is Equalis Group?

Equalis Group is a Member-Driven, Supplier-Centric organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

We leverage Equalis Group members' combined buying power to command better pricing and favorable contract terms from suppliers. We develop and administer a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services and provide our members with a legal and compliant exemption to the bid/request for proposals (**RFP**) process.

Each program in our rapidly growing portfolio provides our members with contracting compliance and the ability to configure the solution that best meets their individual needs while achieving the lowest Total Cost of Ownership.

Time Saved through Equalis Group = More Resources for You to Invest

How many hours and over how many weeks or months does your team invest in a typical solicitation process? How many solicitations does your organization publish each year? How much time and effort can your organization save by leveraging Equalis Group's already-procured portfolio of programs? In what ways can you re-invest that saved time and energy to fulfill your organization's purpose?

Your Solicitation Process Today

Identify Requirements	Prepare Solicitation	Publish Notice	Score Proposals	Interview Finalists	Issue Award	Finalize Contract	Implement Solution
# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?

Your Implementation Process with Equalis Group

Identify Requirements	Configure Best Solution	Implement Best Solution
# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?

Become a Member of Equalis Group

If you are not already a member, you can join Equalis Group in just minutes and immediately access our portfolio of cooperative purchasing programs. Simply visit *www.equalisgroup.org/member-registration* to get started. There are no dues, fees, or obligations.

City Council Meeting

Item Number: 13

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE PURCHASE AND INSTALLATION OF ARTIFICIAL TURF FOR FOUR (4) LITTLE LEAGUE FIELDS AT BEAL PARK FOR A TOTAL COST OF $1,840,211.00; APPROVING $92,009.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract with Fieldturf USA, Inc. through Equalis Group Contract #2020.05.2 for the purchase and installation of four (4) artificial turf fields at Beal Park Little League fields.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $1,932,220.00 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

Discussion:

The Community Services Department recommends the purchase and installation of artificial turf for four (4) Beal Park baseball fields comprising quad one through Equalis Group Contract #2020.05.2. This facility is used extensively by Tower Little League in the Midland Junior Baseball Association (MJBA). MJBA provides recreational baseball for Midland youth. We are members of the Equalis Group 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 Cristina Burns, Community Service Director, for additional information.

Therefore, please consider a resolution awarding a contract to FieldTurf USA, Inc. of Montreal, Canada for the purchase and installation of four (4) artificial turf fields at Beal Park Little League Fields through Equalis Group Contract 2020.05.2. The cost is $1,840,211.00 plus contingencies of $92,009.00 for a total cost of $1,932,220.00.

Tina Gaug

City Manager's Office

Parks Division
Interoffice Memorandum

Date: April 28, 2022

To: Morris Williams Jr., Deputy City Manager

From: Cristina Burns, Community Services Director

Subject: Purchase and Installation of Artificial Turf at Beal Park Baseball Fields

The Community Services Department recommends the Equalis Group purchase of artificial turf to be installed at four Beal Park baseball fields comprising quad one. This facility is used extensively by Tower Little League in the Midland Junior Baseball Association. MJBA provides recreational baseball for Midland youth. In addition to regular league play, the facility is also utilized regularly for USSSA baseball tournament play. These tournaments regularly bring in teams from across West Texas to play in Midland.

The DoublePlay System by FieldTurf is laser graded, compacted with a 6" layer of drainage stone for the "natural grass" look, all weather playability, low maintenance, and safe play. The fields will include inlaid markings and sleeves for bases, pitching rubbers and home plates.

FieldTurf's quote is $1,840,211.00 with the Equalis Group. The quote includes all engineering, materials, freight, installation, and warranty. It also includes the cost of required bonds and the removal and replacement of fencing. Staff requests an additional 5% contingency amount to cover any unforeseen conditions that may arise. Total funds requested for installation of turf at the four fields is $1,932,220.00.

Funding in the amount of $1,932,220.00 is available in the Parks Bond Projects Fund (126), and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE PURCHASE AND INSTALLATION OF ARTIFICIAL TURF FOR FOUR (4) LITTLE LEAGUE FIELDS AT BEAL PARK FOR A TOTAL COST OF $1,840,211.00; APPROVING $92,009.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the Equalis Group Purchasing Program is a cooperative purchasing program in which the City participates in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Fieldturf USA, Inc., has submitted a total proposed cost to the City of $1,840,211.00 for the purchase and installation of artificial turf for four (4) little league fields at Beal Park through the Equalis Group Purchasing Program; and

WHEREAS, the Council finds the price proposed by Fieldturf USA, Inc., through the Equalis Group Purchasing Program for the purchase and installation of said artificial turf to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Fieldturf USA, Inc., for the purchase and installation of artificial turf for four (4) little league fields at Beal Park through the Equalis Group Purchasing Program; and

WHEREAS, the City Council finds it to be in the public interest to approve $92,009.00 for contingencies;

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 Fieldturf USA, Inc., for the purchase and installation of artificial turf for four (4) little league fields at Beal Park, through the Equalis Group Purchasing Program, for a total cost of $1,840,211.00. 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 sum of $92,009.00 for contingencies is hereby approved for said project.

SECTION THREE. That the sum of $1,932,220.00 is hereby appropriated from the Parks Bond Projects Fund (126) to a project established by the City of Midland Finance Department for the purpose set forth herein.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Fieldturf USA, Inc., in accordance with the provisions of the above-referenced contract from funds available in 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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

CONTRACT

Contract No. 22003074

THIS CONTRACT, effective the 11th day of May 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,840,211.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the removal of the current field turf and the installation of new field turf for Fields 1-4 at Beal Park Little League Fields 1-4 said work being further described in the following documents, attached hereto and incorporated herein by reference 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 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 upon approved design and permitting 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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

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.

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

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. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER 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 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.

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 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.

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

_____
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 _____, 2022 personally appeared, _____, an officer of Fieldturf USA, 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 _____, 2022.

_____
Notary Public, State of _____

COOP PRICING PROPOSAL

FieldTurf® A Tarkett Sports Company

City of Midland – Beal Park Little League Fields

April 27, 2022

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Equalis Cooperative Purchasing contract. Equalis provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Equalis Contract #2020.05.2.

equalis GROUP

Click the following hyperlink for Equalis Due Diligence Documentation: Equalis #2020.05.2

OPTION 1 – Beal Park Little League Fields 1-4	**LUMP SUM**
Fieldturf DoublePlay Natural on approx. 41,514 SF each field, (4) fields total **Price includes:** **a)** Design Services and Construction Documents limited to the limits of FieldTurf surfacing only, including and limited too: a. Layout Plan b. Grading Plan c. Utility Plan d. Field Marking Plan e. Detail Plans to include curbs, piping systems, base section and additional details as required to complete the installation of the field f. Geotechnical Investigation Allowance g. Drainage Analysis Allowance h. Surveying **b)** Mobilization **c)** Survey and layout of our Work **d)** Excavate existing grass fields including bullpens **e)** Moisture condition fields to a depth of 6” **f)** Laser-grade and compact subgrade to our required tolerances **g)** Construct perimeter 12" x 8" concrete curb, reinforced with 2 continuous #4 rebar **h)** Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb	$1,744,255.00

1.800.724.2969 | info@fieldturf.com | fieldturf.com

i) Supply and install network of HDPE corrugated pipe a. 12" HDPE Collector Pipe b. 1 Junction Boxes c. 15" HDPE Outfall Pipe; outfall to be within 100' outside of turf limits, bubbler or headwall at outfall j) Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements k) Supply and install set of sleeves, bases, home plate, and pitching rubber; bullpen equipment included l) Installation of the artificial in filled grass surface upon a suitable base. m) An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of (8) years and there is no third party insurance. n) Inlaid Little League Baseball Markings on each field. o) (1) FieldSweep	
Performance & Payment Bonds	$26,556.00
Total	**$1,770,811.00**

Value Add Alternate:	**LUMP SUM**
Remove existing fence at new curb limits, reinstall salvaged fence to consistent height embedded into new curb.	
Total	**ADD $ 17,350.00 per field**

PRICE DOES NOT INCLUDE:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Any GMAX testing
c) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
d) TESC Measures
e) Soil stabilization, remediation of any type
f) Rock Excavation
g) Allowances/contingencies
h) The provision of temporary power or washroom facilities
i) Supply or installation of perimeter safety fencing
j) Supply or installation of any athletic equipment not listed above
k) Supply or installation of time clocks, scoreboards, or communication systems
l) Supply, installation or replacement of padding, fencing and gates of any type if not listed above.

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m) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
n) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
o) Installation of concrete paving, flatwork or asphalt paving not listed above
p) Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above
q) Locating, adjusting or capping existing irrigation main lines or heads
r) This proposal is based on our designed dynamic base drainage system and internal storm water calculations. We anticipate the local municipalities accepting this system during the permitting phase. If not accepted, additional costs may be required to construct an alternate drainage system
s) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees
t) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated
u) Small vehicle to tow maintenance equipment.
v) Field Graphics.
w) All union labor, prevailing wages or other labor law levies.
x) Taxes or Testing Fees.

The price is valid for a period of 30 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the impacts of the COVID-19 pandemic are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

1.800.724.2969 | info@fieldturf.com | fieldturf.com

COOP PRICING PROPOSAL

Please feel free to reach out to any member of our project team with questions about our offer:

Jack Price
Project Manager
(443) 377-2603
Jack.Price@FieldTurf.com

David Ross
Regional Sales Manager
(816) 886-8097
David.Ross@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.



Per: _____

Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

1.800.724.2969 | info@fieldturf.com | fieldturf.com

COOP PRICING PROPOSAL

FieldTurf® A Tarkett Sports Company

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

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

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

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

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: 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

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* 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.

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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)).

City Council Meeting

Item Number: 14

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE PLANT FARM PONDS REHABILITATION PROJECT FOR THE UTILITIES DEPARTMENT (DISTRICT NONE) (GENERAL SERVICES)

Purpose:

Resolution rejecting all bids received for the Plant Farm Ponds Rehabilitation Project.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the Plant Farm Ponds Rehabilitation Project. We sent bid requests to seventy (70) vendors. Staff recommends rejecting all bids from Meyer Energy Services, LLC and Patriot Environmental. Please see attached memo from Cory Moose, Assistant Utilities Director for additional information.

Therefore, please consider a resolution rejecting all bids received for the Plant Farm Ponds Rehabilitation Project.

Tina Dawg

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Cory Moose, Assistant Utilities Director

SUBJECT: Consider a Resolution rejecting Bids for the Plant Farm Rehabilitation for the Utilities Department.

DATE: May 10, 2022

The Utilities Department solicited and received bids for the installation of new liners at over two times the expected price. Utilities Department administration has reallocated City resources to mitigate some unknowns and cost escalators for the project. Once the tasks are complete, we will rebid the liner project.

The Utilities Department request to reject all bids until a later date when the required project can be rebid.

RESOLUTION NO. _____

RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE PLANT FARM PONDS REHABILITATION PROJECT FOR THE UTILITIES DEPARTMENT

WHEREAS, the City Manager advertised for competitive bids for the Plant Farm Ponds Rehabilitation Project (the "Project"); and

WHEREAS, the City Council finds it to be in the public interest to reject all bids received for the Project, which were opened on April 13, 2022;

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

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That all bids received for the Project are hereby rejected.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Plant Farm Ponds Rehabilitation
Bids Opened 04/13/2022
2:00 PM

	Bidder			**Meyer Energy Services, LLC**		**Patriot Environmental**	
	Attachments:						
	Bid Security			No		Yes	
	Vendor Compliance to State Law			Yes		Yes	
	Qualifications Statement			Yes		Yes	
	Affidavit of Eligibility			Yes		Yes	
	Conflict of Interest Questionnaire			No		Yes	
	Acknowledgement of Addendum 1			No		Yes	
	Acknowledgement of Addendum 2			No		Yes	
Bid item #	**Description**	**Quantity**	**Units**	**Price**	**Total Price**	**Price**	**Total Price**
	BASE BID:						
1	Pond Draining & Sludge Disposal	210	AC-FT	$5,126.67	$1,076,600.70	$19,500.00	$4,095,000.00
2	Liner Removal & Disposal	1	LS	$769,976.00	$769,976.00	$576,000.00	$576,000.00
3	Grading & Subgrade Preparation	1	LS	$902,460.00	$902,460.00	$720,000.00	$720,000.00
4	Leak Detection Well Head Modification	1	LS	$75,000.00	$75,000.00	$15,000.00	$15,000.00
5	Leak Detection Pipe & Trench Replacement	1,000	LF	$111.40	$111,400.00	$34.00	$34,000.00
6	Liner Installation	1	LS	$2,371,419.00	$2,371,419.00	$1,846,000.00	$1,846,000.00
SUBTOTAL BASE BID					**$5,306,855.70**		**$7,286,000.00**
OWNER'S CONTINGENCY (25%) OF SUBTOTAL PUMP STATION BASE BID					**$ 1,326,713.93**		**$ 1,821,500.00**
TOTAL BID PRICE (SUBTOTAL + OWNER'S CONTINGENCY					**$6,633,569.63**		**$9,107,500.00**

Assumed Adjusted Unit Price
Assumed Adjusted Total Price

_____

I, Sherif E. Mabrouk, PE, do hereby certify this bid tabulation is accurate and true

City Council Meeting

Item Number: 15

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: MOTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROVIDE THE AEGIS GROUP, LTD., SIXTY (60) DAYS' ADVANCE WRITTEN NOTICE OF THE CITY OF MIDLAND'S ELECTION TO TERMINATE THE CONSULTING SERVICES AGREEMENT BETWEEN THE PARTIES, DATED NOVEMBER 17, 2021. (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Motion authorizing and directing the City Manager to provide the Aegis Group, Ltd., sixty (60) days' advance written notice of the City of Midland's election to terminate the consulting services agreement between the parties, dated November 17, 2021.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Discussion:

Resolution 2021-136 awarded a professional services agreement for Federal Lobbying Consulting Services to the Aegis Group, Ltd. Staff is requesting approval to terminate the Federal Lobbying Consulting services agreement with the Aegis Group, Ltd.

Tina Jaug

City Manager's Office

RESOLUTION NO. 2021-136

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING CONSULTING SERVICES TO THE AEGIS GROUP, LTD.

WHEREAS, the City Council approved Motion 065-2021, which authorized the issuance of a request for proposals for federal lobbying consulting services; and

WHEREAS, the most advantageous proposal was submitted by The Aegis Group, Ltd., as shown on the tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by The Aegis Group, Ltd., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a professional services agreement to The Aegis Group, Ltd., for federal lobbying consulting services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with The Aegis Group, Ltd., for federal lobbying consulting services; provided, however, that said agreement shall not become effective until approved by the City Council.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay The Aegis Group, Ltd., pursuant to the terms of said agreement from funds available in the General Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager.

City of Midland at a regular meeting on the 12th day of October, A.D., 2021, by the following vote:

Council members voting "AYE": Trost, Robnett, Payton, Dufford, Norman

Council members voting "NAY": Blong, Ladd

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, 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

APPROVED

2021-136

City Council Meeting

Item Number: 9
Meeting Date: October 12, 2021
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING CONSULTING SERVICES TO THE AEGIS GROUP, LTD. (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the City Manager to negotiate and execute a contract for the Lobbying Consultant Services at the Federal Level.

Recommended City Council Action:

Directional

Fiscal Impact:

Funding is available in the General Fund Operating Budget.

Discussion:

Motion 065-2021 approved the issuance of a request of proposals for the Lobbying Consultant Services at the Federal Level. Request for proposals were sent to ten (10) institutions. We received three (3) proposals. The analysis committee met on September 8, 2021 and after a thorough review of the proposals, The Aegis Group, Ltd. of Washington, DC received the highest score. Therefore, please consider a resolution authorizing the City Manager to negotiate and execute a contract for the Lobbying Consultant Services at the Federal Level.

City of Midland - Bid Tabulation

BID # 21003698 **Lobbying Consultant Services at the Federal Level RFP** **OPENED** July 21, 2021 **Est. Cost:**			Conaway Graves Group 700 Pennsylvania Ave, SE Washington, D.C. 20003 Scott C. Graves 202-765-1334		The Aegis Group Ltd 2472 Belmont Road NW Washington, D.C. 20008 A. Mario Castillo 202-744-8199		The Normandy Group, LLC 1146 19*th Street NW Washington, D.C. 20036 Henry Bonilla 202-223-8950	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	12	Lobbying Consultant Services at the Federal Level RFP		$80,000- $120,000	$8,333.00	$99,996.00	$10,000.00	$120,000.00
		Per Year						
			Travel Expenses		Travel Expenses		Travel Expenses	
			$25 - $250 per month		City will be responsible		No additional expenses for services	
							rendered will be sought by Normandy	
							unless agreed upin by all parties.	
		TOTALS:		$80,000- $120,000		$ 99,996.00		$ 120,000.00

Bidding Summary:

10 **Bid requests were issued.**

3 **Bids listed above**

1 **NO BIDS were received.**

6 **Bidders did not respond.**

Exhibit A

City of Midland - Bid Tabulation

BID # 21003698 **Lobbying Consultant Services at the Federal Level RFP** **OPENED** July 21, 2021 **Est. Cost:**			Conaway Graves Group 700 Pennsylvania Ave, SE Washington, D.C. 20003 Scott C. Graves 202-765-1334		The Aegis Group Ltd 2472 Belmont Road NW Washington, D.C. 20008 A. Mario Castillo 202-744-8199		The Normandy Group, LLC 1146 19*th Street NW Washington, D.C. 20036 Henry Bonilla 202-223-8950	
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							rendered will be sought by Normandy	
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		TOTALS:		$80,000- $120,000		$ 99,996.00		$ 120,000.00

Bidding Summary:

10 Bid requests were issued.

3 Bids listed above

1 NO BIDS were received.

6 Bidders did not respond.

Lobbying Consultant Services at the Federal Level Analysis

Enter numbers in Blue in unshaded cells only.

Step 1 - Criteria.

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

Criteria	Weight
Qualifications and experience =	30
Rates and expenses =	30
Methodology including technical approach and understanding of the scope of the project. =	25
References =	15
Total	100

Step 2 - Grading scale for each criteria

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

Step 3 - Compute a weighted score for each

Conaway Graves Group

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
lifications and experience =	30	0.50	15.00
Overall Score =	5		
Possible Total Score =	10		
Rates and expenses =	30	0.60	18.00
Overall Score =	6		
Possible Total Score =	10		
Methodology =	25	0.47	11.67
Overall Score =	5		
Possible Total Score =	10		
References =	15	0.60	9.00
Overall Score =	6		
Possible Total Score =	10		
			53.67

The Aegis Group Ltd

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
lifications and experience =	30	0.93	28.00
Overall Score =	9		
Possible Total Score =	10		
Rates and expenses =	30	0.93	28.00
Overall Score =	9		
Possible Total Score =	10		
Methodology =	25	0.93	23.33
Overall Score =	9		
Possible Total Score =	10		
References =	15	0.93	14.00
Overall Score =	9		
Possible Total Score =	10		
			93.33

The Normandy Group, LLC

Criteria	Weight	Grade	Weighted Score (Weight X Grade)
lifications and experience =	30	0.90	27.00
Overall Score =	9		
Possible Total Score =	10		
Rates and expenses =	30	0.87	26.00
Overall Score =	9		
Possible Total Score =	10		
Methodology =	25	0.90	22.50
Overall Score =	9		
Possible Total Score =	10		
References =	15	0.93	14.00
Overall Score =	9		
Possible Total Score =	10		
			89.50
			Weighted Score

Lobbying Consultant Services at the Federal Level Highest Rating =

93.33

AGREEMENT
#21003698

THIS AGREEMENT is made and effective the 17th day of November 2021, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, The Aegis Group, Ltd. ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform federal lobbying consulting services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

A. COMPANY shall provide those services described in **Exhibit A**.

B. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other companies in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $99,996.00 for the services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, 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** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. 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 immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from November 17, 2021 until November 16, 2022, unless the Agreement is extended or terminated as provided below.

The contract shall be for a term of one (1) year with the option for two (2), one (1) year extensions with the initial term beginning upon formal approval under the same terms and conditions upon written agreement from both parties.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least sixty (60) 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

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 Agreement 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 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 OR ATTORNEY'S 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'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 AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY 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 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 ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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. 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 Agreement or the

performance of this contract shall be in Midland County, Texas.

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

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

If to COMPANY: The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, D.C. 20008

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 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 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 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

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

- that Company does not boycott Israel and will not boycott Israel during the term of this

Agreement;

- that Company does not boycott energy companies and will not boycott energy companies during the term of this Agreement; 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 Agreement against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do 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 constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (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 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY 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

Professional Services Agreement that precede the signature page(s), which evidences the parties' execution.

P. 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.

[Signature Pages Follow]

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 ONLYAS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: The Aegis Group, ltd

Name: A. Mario Castillo / A Mario Castillo

Title: Senior Managing Director

STATE OF DC §

§

COUNTY OF Washington §

BEFORE ME, the undersigned authority, on this 16 day of November, 2021 personally appeared, A Mario Castillo, an officer of The Aegis Group, Ltd., 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 16 day of November, 2021.

Adam Nathan NOTARY PUBLIC DISTRICT OF COLUMBIA

Notary Public, State of Washington, DC



EXHIBIT "A"

ORIGINAL

City of Midland, TX
RFP

Lobbying Consulting Services
At the Federal Level

Checklist

Please ensure that you complete and return the following documents and information to the City of Midland Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

X	The **Request for Proposal Form** MUST be completed.
X	Completed and signed **Statement of Qualifications**
X	Completed and signed **Suspension and Debarment Certification**. Please include Company Federal TAX ID number or Social Security number.
N/A	Completed and signed **Insurance Affidavit.**
X	Completed and signed **Non-Collusion Affidavit**.
X	Completed and signed **Conflict of Interest Questionnaire**.
X	Completed **Reference Form**.
X	Completed **Form 1295 – Disclosure of Interested Parties**
X	Clearly mark the Request for Proposal (RFP) number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
X	Submit **original** and **four copies** of the proposal.
X	**Three** signed copies of the **Contract**

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

The Aegis Group

Printed Name of Company

Mario Castillo 202-744-8199

Contact Person Name and Phone Number

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

SUBMIT TO: CITY OF MIDLAND City Secretary's Office 300 North Loraine, Suite 330 Midland, TX 79701		**CITY OF MIDLAND, TEXAS** **REQUEST FOR** **PROPOSAL** **#21003698**
CONTACT PERSON: **Erika Martinez** TEL: 432.685.7234 FAX: 432.685.0523	AN EQUAL OPPORTUNITY EMPLOYER	

TITLE: **Lobbying Consulting Services at Federal Level**	SUBMITTAL DEADLINE: **July 21, 2021 at 2:00 p.m. CST**
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: Deleted	*Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall be returned unopened.*

The Aegis Group	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS: 2472 Belmont Rd NW	
CITY – STATE – ZIP: Washington, DC 20008	THE CITY OF MIDLAND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF MIDLAND THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE PROPOSER'S RESPONSIBILITY TO ADVISE THE CITY OF MIDLAND DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
TELEPHONE NO: 202-744-8199	
FAX NO: N/A	
E-MAIL: MarioCas@AegisDC.com	

THE PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED PROPOSER HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Midland all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Midland. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature	**Title** Senior Managing Director
Print/Type Name A. Mario Castillo	Date 07/18/2021

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

The Aegis Group, Ltd.

July 19, 2021

City Secretary
City of Midland
300 North Loraine, Suite 330
Midland, TX 79701

SUBJECT: *Request for Proposals – RFP No. 21003698— Lobbying Consultant Services at the Federal Level*

Honorable Mayor and City Council Members,

Please see the included proposal pertaining to the City of Midland's RFP for Lobbying Consultant Services at the Federal Level.

The Aegis Group, Ltd., (herein "Aegis") agrees to all terms, conditions, provisions, and clauses included in the RFP and agrees to furnish all items listed.

Aegis has conducted an internal check and attests that there are no existing or potential conflicts of interest relative to the performance of the contractual services resulting from this RFP.

Further, Aegis has verified its status with the applicable personnel and states hereby that it does not have any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves Aegis or in which Aegis has been judged guilty or liable.

Thank you for your consideration.

Sincerely,

A. Mario Castillo
Senior Managing Director
mariocas@aegisdc.com
202-744-8199

The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, DC 20008

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Tab A—Qualifications and Experience

Introduction

The Aegis Group is a strategic government relations firm with offices in Washington, D.C. and Austin, Texas. Aegis, established in 1990, has more than 30 years of experience developing and implementing government relations solutions for public and private sector clients at the global, federal, state, and local levels. Our long-term clients, some of which have retained our services since 1992, are a testament to the quality of work and ongoing value we bring to our clients. Our firm's dual presence in Washington, D.C. and Austin, TX, allows us to simultaneously advocate across all levels of government in a coordinated fashion in order to enhance and magnify advocacy activities undertaken for our clients. This dual presence gives Aegis the agility to respond quickly to emerging events at all levels of government and to make physical visits in both capitols.

In today's legislative and media advocacy climate, mission success depends not just on whom one knows, but on what one knows about the competition, its access to political power pods and how to neutralize the competitive forces that jeopardize client success. Aegis specializes in creating *bold, innovative, bipartisan* efforts—such as grassroots mobilization and deployment—that succeed at bringing about the changes our clients desire. In fact, Aegis' creative political solutions and its innovative media advocacy for its clients has been applauded by some key Texas public officials:

- "…thank you for what you do for [*city*] and our district. I look forward to working with you in a number of ways!"

  [Current U.S. Congressman/Texas, via private 2021 email to Mario]

- "We happen to be a city of 100,000 population, and yet we feel like we're a city of 1 million people because the length of Mario's arms are so long!"

  [Mayor/Texas, source, *Dallas Morning News*/ June 25, 2019]

- "…once again you have played a key role in highlighting one of San Angelo's crown jewels. Way to go. You are the best."

  [*former* U.S. Congressman/Texas, via a 2019 personal note to Mario]

The Aegis team works in a bipartisan manner with a vast, responsive network of elected officials and other stakeholders and is skilled in initiating and nurturing relationships to advance our client's policy and legislative goals. Our dedicated team of government relations professionals perform as the extended "eyes and ears" for our clients with elected officials, key government employees at the state and federal level, and representatives of grassroots power pods.

Our team possesses an intimate knowledge of Federal, State, and Local legislative processes, and has proven success in developing and implementing innovative and successful government

relations strategies. We have established procedures for tracking legislation and budget proposals in order to identify their impact on our client's advocacy agenda.

Aegis' Senior Managing Director is a West Texas native, who actively provides (*pro bono*) services to numerous organizations (*i.e., educational, health, and the arts*) in his hometown of San Angelo, Texas. As the former Chairman of the Texas Small Business Industrial Development Corporation (a state lending institution for private/public sector ventures) under the appointment of former Texas Governor Rick Perry, he is acutely familiar with the perspective of some state officials that communities West of I-35 are less than equal to other communities in Texas. This is a perspective that is anathema to our Senior Managing Director's philosophy that government has a responsibility to treat its communities on-par with one another without regard to size or any other discriminating factor.

Additional Executive Background Information

The Aegis Group was founded in 1990 by A. Mario Castillo, a dynamic, seasoned public affairs professional, who learned his craft in a high-profile career on Capitol Hill. As Chief of Staff of the House Committee on Agriculture for nearly 10 years, Mr. Castillo developed an insider's knowledge of the key players, who develop a broad range of legislation and regulations, as well as the complex interaction between legislators, Federal agencies, foreign interests, and diverse constituencies. Today, Mr. Castillo and his staff of politically astute, media-savvy professionals represent clients with wide-ranging national and international business interests before the U.S. Congress, Federal agencies, and foreign governments.

Mario Castillo has served on two Texas state boards where he was appointed by former Governor Rick Perry. He served as Chairman on the Texas Small Business Industrial Development Corporation from 2004-2015, and as a Commissioner on the Texas Historical Commission from 2007-2013.

The Texas Small Business Industrial Development Corporation is a division of the Governor's Office of Economic Development, and as a Chairman, Mario was a gubernatorial appointee by Governor Rick Perry with the consent and approval of the Texas State Senate. During his tenure, he directed an $80 million portfolio to provide low-cost, long-term financing to Texas' public- and private-sector enterprises to enhance their economic development and competitiveness in the global arena.

Mario was also a gubernatorial appointee by Governor Rick Perry for the Texas Historical Commission, which is dedicated to the preservation of Texas' architectural, archeological and cultural landmarks. Mario evaluated and approved funding applications from the private and public sector in the fields of archaeology, architecture, history, economic development, heritage tourism, public administration, and urban planning.

Mario is also very passionate about serving West Texas municipalities and is sensitive to the needs of cities west of I-35, as evidenced by his service as a Board Member of Downtown San Angelo, Inc., a non-profit 501(c)3 organization dedicated to the revitalization and preservation of historic downtown San Angelo.

Mr. Castillo is well-known for his work to promote the cultural, artistic, and economic contributions of West Texas cites. Notably, his work to bring works of art from the San Angelo Museum of Fine Arts to the attention of the nation and the world has led to an artistic showcase (first ever) event in the diplomatic residence of the European Union's Ambassador to the United States. Thus, foreign diplomats and Washington's power brokers are now familiar with the collection of a West Texas' museum in a key diplomatic residence. The exhibit opened to great reviews and has been extended for continued exhibition at the ambassadorial residence for an additional three years. (https://www.gosanangelo.com/story/news/2019/06/06/san-angelo-texas-museum-european-union-ambassadors-residence/1283290001/)

Organizational Chart

The following is the organizational chart for The Aegis Group. The work on this engagement will be performed at both office locations in Washington, DC, and Austin, TX. The combination of these two office locations increases the potency of the City of Midland's advocacy efforts at the Federal level.



Key Staff

The key staff to work on this engagement are the following:

Key Staff #1	
Name	A. Mario Castillo
Position	Senior Managing Director
Role	Mario will act as the Senior Project Manager for this contract and will direct legislative efforts, with the aid of Alexander. Strategy: Mario will manage the development and implementation of strategy with support from Alexander. Advocacy: Mario and Alexander will jointly manage the advocacy efforts with Mario focusing on working to achieve the City's goals by lobbying members of the federal legislature and legislative staff. Mario will serve as the Point of Contact in Washington, DC. Relationship Building: As a well-established, well-connected lobbyist, Mario will identify beneficial connections and utilize his contacts to build relationships on behalf of the City.
Years Spend Lobbying at Federal/State Level	31 Years

Key Staff #2	
Name	Alexander B. Walker
Position	Strategic Government Affairs and Business Development Director
Role	Alexander will act as the Co-Project Manager for this contract. Strategy: Alexander will manage research and communications undertaken for the City and will

	assist Mario in the development and implementation of strategy. Tracking: Alexander will manage the tracking and reporting services and written communication materials. Advocacy: Alexander will assist with advocacy efforts, in coordination with Mario, by attending videoconference meetings with legislative staff and serving as the point of contact in Texas. Relationship Building: Alexander will support relationship building activities and will make connections to advance the City's goals.
Years Spend Lobbying at Federal/State Level	1.5 Years

Key Staff Bios

A. Mario Castillo, founder of The Aegis Group, Ltd., is a bipartisan lobbyist with an acute ability to design and deploy strategic communications plans and lead national and international multi-generational teams to ensure that a company's mission, vision and goals are met in a timely and cost-effective manner thus leading to increased revenues.

Utilizing opinion editorials, radio interviews, C-SPAN presentations, mascots and collaborating with unconventional allies (*i.e., NGOs, civic organizations, etc.)* and their grassroots political power platforms, Castillo has adroitly benefited companies such as British Airport Authorities ("BAA") subsidiary, Word Duty Free Americas ("WDFA"), as well as a coalition of American and Australian food trading companies.

Castillo implemented political and media strategies with municipal, state and business representatives along the U.S./Canadian border to preserve WDFA's commercial base of duty-free stores along the border – operations that had generated $110 million in revenues annually to BAA. Castillo drafted legislation that reversed and revised proposed Congressional legislation detrimental to WDFA's bottom line and operations, and then drove its passage by the US Congress and its approval by the President in record time.

Castillo's imaginative political-business move altered a global trade agreement that ultimately increased an Australian/US food consortium's market share by $10 million. Castillo surgically amended the trade pact's terms on country quota allocations during last-minute Congressional deliberations of the agreement in order to benefit his clients while protecting American grassroots business interests from deleterious international competition. He did so by forging a

"marriage of business convenience" between international and national producer/commercial coalitions, and global government teams.

Castillo served as chief of staff of the Committee on Agriculture of the U.S. House of Representatives and *The Washington Post* reported that the "House committee [is] better staffed, better organized and more aggressive than is the Senate version . . . more open, more accessible and more democratic than any Agriculture Committee in modern memory."

Governor Rick Perry named Castillo to the Texas Historical Commission for a six-year term in 2007. In 2004, the Governor appointed Castillo to the Texas Small Business Industrial Development Corporation, having a multi-million lending portfolio to provide low cost, long-term financing for Texas corporations and communities. Subsequently, the Governor named Castillo as chairman and president of the board. Castillo resides in Washington, D.C.

Alexander B. Walker, the Aegis Group's *Strategic Government Affairs and Communications Associate,* conducts legislative and policy research and analysis. Alexander monitors and massages clients' policy goals via legislative initiatives and media outlets. Alexander's strong communication skills allow him to synthesize complex materials for the edification of stakeholders and public policy promulgators.

Alexander supports the Aegis Group through the development and implementation of media campaigns. By increasing stakeholder visibility and forming alliances between policymakers and their constituencies, Alexander tailors effective media campaigns to generate public opinion in the direction of the interest of the client.

Alexander resides in Austin, Texas and serves as the Aegis Group's representative in Texas, assisting with advocacy and other government relations efforts in the state.

Alexander received his Master's in American Government with a focus on government media relations at Georgetown University and his Bachelor's in Government at the University of Texas at Austin (summa cum laude). While at UT, Alexander served as Vice President for Pi Sigma Alpha (the national political science honor society) and was inducted into numerous academic and leadership honor societies, including Phi Beta Kappa. His Master's thesis, titled "Framing Effects on Public Opinion - Comparison of Frames in Traditional and Social Media: A Guide for Strategic Communicators and Academics in the Contemporary Information Environment", analyzed how framing efforts have changed due to the increasing use of social media among the public and presented a list of best practices for strategic communicators in the digital age.

Support Staff

Support staff for this project, to be used on an **as needed** basis, are the following:

Support Staff #1	
Name	Genora Young
Position	Competitive Strategies Director
Role	Genora will act as an *in-house adjunct advisor* on an **as needed** basis and will utilize her professional expertise to help identify funding opportunities and develop strategies for attaining funds for the City. Genora will also utilize her professional network and connections with funding bodies to facilitate the acquisition of funds for the City.

Support Staff #2	
Name	Taylor Velarde
Position	Legislative Research Assistant
Role	Taylor will act on an **as needed** basis to assist the Aegis team by conducting legislative research in support of Aegis' activities on behalf of the City.

Support Staff Bio

Genora Young, Aegis' Competitive Strategies Director, is a passionate advocate for rural Texas communities and rural economic development. She is a certified Professional Community and Economic Developer (PCED) and Business Retention Expansion Professional (BREP). Her 25-year career began in Ft. Stockton, TX as the Director of Tourism/Main Street Manager where she and fellow tourism professional, Tex Toler established the first high-speed open road race in Texas (1998), the Big Bend Open Road Race.

As the District Manager for *nii Communications of Midland,* Genora guided the set-up of the Midland office, staff training, business recruitment, retention, and expansion. Genora also served as Tourism Consultant for the Alpine Chamber of Commerce, the Midland Convention and Visitors Bureau, and Coordinator of the John Foster West Texas Open Road Race from Midland to Rankin.

Genora served as the first Economic Development Director for the City of Eden where she facilitated the creation of a Low-Interest Revolving Loan Program and Frontera Healthcare Network, a multi-county healthcare partnership for Federally Qualified Healthcare Clinics providing healthcare, dental, and mental health services in underserved areas.

Genora directed rural economic development, fire/safety, and alternative energy programs as Director of Outreach and Special Programs while at the Texas Department of Rural Affairs.

She returned to West Texas to accept the position of Downtown Development Director for Downtown San Angelo, Inc. Under Genora's direction, San Angelo received the Preserve America, America's Dozen Distinctive Destinations, and The First Lady of Texas Treasures Awards in 2011.

As the Director for Downtown Development, for the City of Midland, Genora was the staff liaison to the Midland Tax Increment Reinvestment Zone #1 (TIRZ #1). Genora facilitated the development of Basin Burger House Restaurant/Bar, the expansion of Concho Resources offices, the development of the Wall Street Lofts, and the relocation of Susie's South 40 Candy Factory in downtown Midland.

As President/CEO of the Gonzales TX, Economic Development Corporation, Genora was the guiding force, coordinating all taxing entities in the development of the winning bid package for the largest economic development project in Gonzales' history. Defeating Germany, China, and Kentucky, the $50M expansion project for the German-owned BYK USA, Inc's Gonzales site retained an $8M annual payroll, 146 jobs, created approximately 20 new jobs over 10 years, introduced cutting edge technology, robotics, automation, expanded product lines, the creation of an Enterprise Zone, and substantially added to the Gonzales tax base.

Taylor Velarde, in Washington, supports Aegis Group client activities with data analysis and research. Taylor, working closely with Aegis' Senior Managing Director, Mario Castillo, provides key support services for the firm's domestic and international clients in the areas of administration, communication, research, public relations, and events planning and execution. He also assists in identifying data that serves as beneficial pressure points for the firm's clients in their interactions with the U.S. Congress and other public policy power pods in and outside of Washington.

Taylor received his BA in International Affairs with a concentration in Security Policy from the George Washington University. While at GWU, he was a recipient of the university's Presidential Scholarship. Currently, he is a graduate student at Angelo State University pursuing a Master's in Security Studies. Taylor holds a TEFL Certificate issued by TTMadrid in Madrid, Spain and was a TEFL certified English teacher during his residency in Madrid.

Staff Allocation		
Role	**Name**	**Allocation**
Senior Project Manager	Mario Castillo	100%
Co-Project Manager	Alexander Walker	100%
Consultant	Genora Young	**As needed**
Research	Taylor Velarde	**As needed**

Resumes

Please see key team member resumes located at the end of Tab A.

Past Work of Similar Size and Scope

Worker Visas [Contract Period: 2018—Present]

Synopsis: An Aegis client, operating out of West Texas, was threatened by the executive branch's decision to limit worker visas during the height of the pandemic. This decision would not only dramatically impact his business but given his fencing business' nexus to agricultural production, would have hurt U.S. food production in turn at a time when supply lines were over-stressed.

Results: Aegis conducted research on the nexus between his industry and food production to be presented to key officials, assisted in the drafting of letters and established meetings with key officials on the committees of relevance to ensure that the nexus was well understood, and his industry was exempted from the impact of this decision. Aegis successfully attained worker visas for our client, ensuring the vitality of both his industry and U.S. food production.

Dairy Trade Consortium [Contract Period: 1992-Present]

Synopsis: Aegis, on behalf of an international dairy products consortium, acted as the designated negotiator with the White House, working alongside two senior U.S. Senators on an international trade pact, The Uruguay Round. The trade agreement, if passed unaltered, would have negatively impacted the consortium's multi-million dollar market share of dairy trade in the U.S. and impacted the economic well-being of American dairymen by allowing unfair competition from international dairy exporters. Aegis was able to negotiate a solution, known as the "cheese swap," that protected and increased the consortium's business holdings in the U.S. and protected American dairy farmer income.

Results: Aegis successfully altered the trade pact in favor of its clients and crafted a solution that also produced greater benefits for its domestic dairy producer clients. The "cheese swap" produced beneficial results for Aegis' clients by changing import quota categories; allowing for more specialty cheeses, carrying with them a higher profit margin, to be exported to the U.S. The ability of Aegis to craft a mutually beneficial solution protected the interests of the domestic

dairy producers by removing the unfair competitive advantage given to foreign exporters under the original legislation.

> *"As I recall, they [USDA] turned it [the Cheese Swap] down about four times, even writing to affected ambassadors to make their position clear...due to Aegis' efforts United States Trade Representative simply told USDA that it had no intention of losing greater legislation over this issue and forced USDA into submission".* [- Tom May, President, Trugman-Nash, Inc.]

E.U.—San Angelo Economic and Cultural Development [Service Date: November 19, 2015]

Synopsis: Aegis arranged a trip to the West Texas city of San Angelo for then European Union (EU) Ambassador to the United States John Bruton. This trip highlighted commercial linkages shared between the state of Texas and the EU and the jobs (228,000+) brought to the state as a result of EU investments. Additionally, cultural linkages were explored to assist in fostering student exchanges between American and European institutions of higher education.

Results: The visit by Ambassador Bruton yielded positive results for business, educational and other cultural development interests within the State of Texas. The City of San Angelo, Texas was highlighted, including its historical and economic assets, cultural diversity and expanding university (Angelo State University) among other linkages. While in San Angelo, local business owners, university representatives, city government officials and the general public had the opportunity to meet with Ambassador Bruton. Beyond the cultural enrichment benefits, additional educational exchanges were established, and international business relationships were strengthened.

> *"I [participated in] a roundtable discussion on international issues sponsored by Angelo State University and the San Angelo Museum of Fine Arts. In my public speeches in San Angelo, I drew attention to the fact that European investment in Texas alone exceeds all U.S. investment in China and Japan combined. The visit was facilitated by Mario Castillo and his firm The Aegis Group, Ltd."* [- Former European Union Ambassador to the United States John Bruton.]

Celebrating Texas-European Union (EU) Ties [Service Date: June 25, 2019]

Synopsis: Aegis engaged, in partnership with the current European Union Ambassador, Stavros Lambrinidis, in pro-bono work promoting travel and tourism to West Texas and the development of economic and cultural ties between the EU and West Texas.

Results: Aegis utilized long-standing connections with the EU and congressional delegations to organize events aimed at highlighting and strengthening the important economic and cultural ties between the EU and Texas.

Texas Small Business Industrial Development Corporation [Tenure: Dec 2004—January 2015]

We would like to note Mr. Castillo's tenure as Chairman of the Texas Small Business Industrial Development Corporation. The Texas Small Business Industrial Development Corporation is a division of the Governor's Office of Economic Development. During his tenure, Mr. Castillo directed an $80 million lending portfolio to provide low-cost, long-term financing to Texas' public- and private-sector enterprises to enhance their economic development and

competitiveness in the global arena. His experience provides our firm with a unique level of insight into the decision-making process of funding organizations and an expert knowledge concerning economic development strategies.

City of Mission, Texas [Conducted during TSBIDC Tenure]

Synopsis: The City of Mission, Texas was in dire need of obtaining financing to upgrade and/or repair its water/sewer delivery systems. As Chairman of the TSBIDC, Mario reviewed the loan applicant, vetted the various elements and officials petitioning the TSBIDC board and approved a loan for approximately $28 million, which was paid back to the State of Texas in record time.

Result: The loan was utilized by Mission to repair water, sanitary sewer, and drainage systems; installing new fire hydrants, installing new service laterals, installing valves, and replacing and installing manholes and other structures (*Lift stations, etc.*)

Successful Attainment of Funds

Successful Attainment of Funds		
Project/Client	**Category**	**Achievement**
1. Port of Galveston	Economic Development	Multi-million-dollar expansion of ship cargo and cruise industry capacity.
2. City of Eden, Texas	Economic Development	Assisted the City in economic development and facilitation of federal grant money.
3. BYK USA. Inc.	Economic Development	$50,000,000 investment in local economy.
4. British Airport Authority (BAA)	Economic Development	Saved client approximately $110,000,000 in commercial holdings and sales revenues.
5. U.S. Australian Food Consortium	Economic Development	$10,000,000 to client in business revenue.

Please see descriptions of projects below

(1) Port of Galveston

Synopsis: In order to enlarge and refurbish the Port of Galveston's ship cargo and cruise industry's capacity, Mario guided the loan review and loan performance of a multi-million-dollar loan to the Port which was repaid to the State of Texas in record time. The Port is one of the major seaports along the Texas coast and serves the Houston Ship Channel. Its advantageous position as a barrier island on the coast and a distance of 9.3 miles from open seas beyond the protected harbor, set up the Port for further growth.

Result: This loan facilitated the rapid expansion of the cruise industry in Galveston, serving more than 1 million passengers in 2019, making it the fourth busiest cruise port in the United States.

(2) City of Eden, TX

Synopsis: Aegis' services were retained by the City of Eden, Texas for a period of nine months to assist in the pursuit of economic development opportunities for the city.

Results: During this time, Aegis arranged meetings between business owners, elected officials, and city representatives to encourage businesses to expand in Eden. Aegis also assisted in the drafting of letters, establishment of meetings with elected officials at the federal level and conducted direct advocacy activities with the Departments of Labor, Commerce, and Agriculture, as well as Texas state officials, that resulted in the federal government correcting and lowering the stated medium income of Eden, which allowed the city to qualify for federal grant money.

(3) BYK USA

Synopsis: BYK USA, Inc., a German owned supplier of specialty chemicals, sought incentives from different regions around the globe in order to invest $50,000,000 to expand their presence in the selected region. As President/CEO of the Gonzales TX, Economic Development Corporation, Genora, the Aegis Group's Competitive Strategies Director, was the guiding force, coordinating all taxing entities in the development of the winning bid package for the largest economic development project in Gonzales' history.

Result: Genora's work helped the City of Gonzalez, Texas beat out Germany, China, and Kentucky to win a $50,000,000 expansion project for the German-owned BYK USA, Inc's Gonzales site. As a result of her efforts, BYK, Inc. retained an $8,000,000 annual payroll, safeguarded 146 existing jobs, and created approximately 20 new, higher paying jobs over the next 10 years. Her work also helped introduce cutting edge technology, robotics, automation, expanded product lines, led to the creation of an Enterprise Zone, and substantially added to the Gonzales tax base.

(4) British Airport Authority (BAA)

Synopsis: An Aegis client with duty-free stores located along the border between Canada and the United States, and at major U.S. airports, was threatened by pending Congressional legislation that would have impeded their ability to effectively compete and do business; costing jobs and loss of revenue for local border economies in the U.S. The legislation would have restricted funding for enhancing customs border clearance for commercial traffic, thus imposing onerous and inefficient inspections of retail goods destined for U.S. markets. Aegis conducted a study demonstrating that if the proposed legislation were to pass, trucks carrying goods into the U.S. would be backed up 20 to 25 miles, creating an unpredictable environment for businesses, who could no longer anticipate deliveries of goods for sale at duty-free stores.

Results: Aegis assembled a bi-national grassroots coalition of media agents, mayors, small business owners and civic leaders from towns affected by this legislation into what became known as the "U.S.-Canadian Caucus of Mayors". The coalition stretched from coast-to-cost along the U.S.-Canadian border. This group effectively defeated the onerous legislation by mobilizing political forces from the local level to the national level on behalf of the client. The legislation was amended, providing increased funding for customs agents to upgrade from paper-tracking to a streamlined and efficient electronic tracking system. This system improved efficiencies while maintaining national security measures and enabled the client's business operations to continue and grow dramatically. Note: A later campaign included participation from Northern Mexican border cities.

> "*The Northern Border store managers have made some unique contributions to our business. They've given leadership and support to two major political issues this past year and have won big changes in our United States legislation. This was achieved through the assistance of The Aegis Group, Ltd. and the formation of the United States-Canadian Caucus of Mayors.*" [-Tom Daniels, President, Northern Border World Duty-Free Americas, a division of British Airport Authorities.]

(5) U.S. Australia Food Consortium

Synopsis: Aegis altered the terms of global product allocation between countries (United States and Australia) in order to increase the client's quota-share of product for enhanced market share and profits while minimizing import surge damage to American interests allied with firm's client. The work took place in Washington, DC as it was the focal point for the Uruguay Round trade talks. Occasionally, travel to allied points (California, Wisconsin, etc.) was required in order to recruit and maintain the high interest of grassroots allies on behalf of client cause.

The negotiations required collaboration with and the direction of foreign diplomats, U.S. Congressmen and Senators, Administration officials, and other parties as appropriate to advance client goals of enlarging its commercial holdings in the U.S.

It was essential that our firm possess diverse industry and functional expertise coupled with a tenacious commitment to driving client goals to a successful conclusion in the face of strong opposition from competing business interests and some Administration officials. Additionally, our firm developed and led teams of allied and diverse groups, created and adopted winning strategies as the situation dictated, and positioned the client as a "good business neighbor" despite attacks from competitors and hostile members of the media.

Results: The value of the amended trade agreement was worth approximately $10,000,000 to the client in business revenues.

Aegis Expertise

Aegis' areas of expertise include but are not limited to:

- Political Strategy Development
- Federal, State and Foreign Government Monitoring and Lobbying

- Media Relations and Communications Counseling
- Constituency Relations and Grassroots Mobilization
- Research and Analysis
- Spokesperson Identification and Preparation
- Event Planning and Execution
- Economic Development: Team members possess more than 25 years of experience in economic development projects for both public and private sectors.
- West Texas Roots: Team members have dedicated their careers to understanding the needs of West Texas and aiding West Texas communities in achieving their goals.
- Grassroots coalitions: The Aegis Group was a pioneer in the practice of building strategic coalitions through a variety of channels.
- Agriculture

Aegis' Unique Characteristics

Accommodation Period. We provide our clients with a *pro-bono* accommodation period that lasts one month prior to the contract inception date. During this time, Aegis conducts video conference meetings with our clients to better understand their issues and collaborate in the development of a legislative strategy. We also commit to setting up an in-person meeting, in which we will spend one day in the municipality, at our expense, reviewing ongoing projects and surveying the needs of the City.

Advocacy Priorities Survey. At the outset of every new client engagement, our firm conducts an *advocacy priorities survey* in the form of a written or verbal interview, via videoconference, to identify, triangulate, and collate our client's key priorities and define our advocacy approach. We then present our findings to the client to ensure that we have understood and prioritized their issues and once confirmed, set about developing an advocacy plan, in close collaboration with our clients, that is tailored to their interests. It is important to note that, while we do use this survey to define our initial advocacy approach, our approach remains entirely flexible and can be adjusted as a result of new information or emerging priorities.

Dual Offices. Our firm's dual presence in Washington, D.C. and Austin, TX allows us to simultaneously advocate across all levels of government in a coordinated fashion in order to enhance and magnify advocacy activities undertaken for our clients. This dual presence gives Aegis the agility to respond quickly to emerging events at all levels of government and to make physical visits in both capitols. Often, policy at the state and federal level are interwoven and our firm is uniquely positioned to take advantage of the federal-state nexus. In fact, success at the state or federal level is often dependent on the ability to advocate at both levels of government quickly and efficiently. Aegis' Austin office will monitor state legislative activities that may influence Federal advocacy issues on behalf of the City, thus providing Aegis-Washington and the City of Midland with a legislative intel-duality. Our Austin staff will also be available to conduct in-person briefings to City representatives, from time to time, as developments merit at the City's expense.

Flexibility. Our firm is adept at developing successful advocacy strategies for our clients. A key component of our success is the flexibility of our strategic approach and ability to quickly adapt to emerging legislative or policy trends. We monitor all available channels for information that may impact our existing strategy and quickly adapt to maximize the benefits of, and head-off any hurdles to advocacy activities undertaken for our clients.

Enhanced Client Communication. Our "stay in touch, to stay ahead of the competition" brand of government advocacy is perhaps unique to our industry. At Aegis, we believe that communication is the key to successful advocacy, and pride ourselves on ensuring a high level of communication and collaboration with our clients. This serves to ensure that our clients are aware of the activities undertaken on their behalf, presents opportunities for client feedback, and allows our firm to identify and respond quickly to new client priorities as they emerge. As part of our approach to client communication, we encourage our clients to identify and designate a point person, who can be called upon for time-sensitive decisions in order to facilitate rapid responses to emerging developments. We find that delayed communication with clients often leads to missed opportunities or detrimental outcomes. We work to establish scheduled progress updates, either in person or via telecom, early in client relationships in order to ensure proper communication channels are established and maintained. We also pride ourselves at being available to respond to client inquiries, regardless of the hour or day of the week.

Opinion Editorials for City Representatives. Our firm has extensive expertise in crafting opinion editorials for our clients. We intend to offer this service periodically to city representatives in order to help ensure that targeted audiences are aware of important projects to the City and to help support advocacy activities when appropriate.

Legislative Buddy System. Aegis harnesses its vast political network and extensive coalition building experience to develop a legislative buddy system between municipality officials, targeted state/federal representatives, and leaders of grassroots power pods. In this way, advocacy allies are established that can be mobilized to enhance advocacy activities.

Access to Policy Promulgators. Our firm has been in operation since 1992 and has developed an extensive network during that time that Aegis can mobilize to benefit our advocacy activities. In this case, Aegis is prepared to provide access to policy promulgators for non-traditional business interests—such as important foreign trading partners with the United States and Texas—with financial interests and intellectual property interests to diversify the Midland economy and enhance tourism to the area.

Heightened Sensitivity to West of I-35 Concerns. The entire Aegis team is comprised of native Texans from West Texas cities. Our West Texas roots engendered in us a keen awareness and deep respect for the important contributions that West Texas cities have on the economic strength of the state. This passion fuels our advocacy efforts as we help West Texas cities gain the attention of legislators at the federal level. Our firm's deep connection to Texas and commitment to ensuring that West Texas municipalities are heard by elected officials, regardless of size or location, instills a sense of pride in our firm at the opportunity to act as the "eyes and ears" of the City of Midland by representing the locality.

Periodic Site Visits. Aegis clients benefit from periodic in-person site visits of targets impacted by legislation, at our client's expense, in order to enhance communications from both digital and person-to-person exchange. Site-visits also serve to strengthen our relationship with the client.

Former House Agricultural Committee Chief of Staff. Legislative staff are the gatekeepers to elected officials. They act as filters, determining which issues or information rise to the attention of their principal. The chief of staff (COS) is the key gatekeeper in an office and holds final say over information transmission to their principal. However, among the hierarchy of political staffers on the Hill, the most senior and powerful is the committee chief of staff; a position our Senior Managing Director held for nearly a decade. Importantly, there exists a mutual respect for those who have risen to this high level of political staff, and which offers unique access when they leave public service. Often, a current COS will grant a meeting to a former COS in deference to this respect, providing expedient access to key staff important for successful advocacy outcomes and, at times, providing information not readily available to the public on procedural maneuvers or other developments. Our Senior Managing Director acted as the Chief of Staff for the House Agriculture Committee for 10 years and developed a reputation for bipartisan professionalism on the Hill. His status as a former chief of staff will help get the attention of key staff on both sides of the aisle as Aegis conducts advocacy activities for the City.

Why does the City need a Legislative Consultant?

Aegis understands that the hiring of legislative consultants by localities necessitates the expenditure of public funds and that our public sector clients have an obligation to fiscal responsibility. Therefore, as a supplement to our statement of qualifications, we would like to further clarify *how the City's investment of public dollars will lead to greater outcomes than the City would otherwise achieve*, *why hiring legislative consultants is a responsible use of public dollars*, and *how our firm is uniquely positioned to help the City achieve its goals*.

Greater Advocacy Outcomes. Legislative advocacy consulting services are an essential tool for municipalities seeking to have their legislative and regulatory priorities represented in the complicated, competitive, and often bewildering environment of government. Legislative consultants are adept at conveying their client's policy and regulatory priorities to key policymakers in ways that motivate these actors to either extend specific benefits to the client or insulate the client from harm caused by new legislation and regulation. Indeed, the use of a legislative consultant not only magnifies the power and potency of a municipality's voice when communicating its needs but increases the likelihood of a positive response from the government by positioning an ally in two crucial power centers that can consistently educate and apply pressure to lawmakers throughout the legislative and regulatory process.

By working with a legislative consultant, the City of Midland can better articulate the issues that are important to the City and identify opportunities for influencing legislative and regulatory processes. Further, given the many obligations and time-constraints placed on local legislators, legislative consultants offer a professional expertise that ensures the City's advocacy strategy is *focused, nimble,* and *efficient*. Legislative consultants act as the eyes, ears, and voice of

municipalities by constantly monitoring the legislative and regulatory process in order to take advantage of emerging opportunities and procedural maneuvers. Legislative consultants will help the City's time-constrained legislators understand which actions and decisions to prioritize in order to maximize the benefits to the City.

In addition, one crucial, but often overlooked, role of legislative consultants is the ability to facilitate vertical representation in multilevel government when policy preferences diverge. Many local governments find it difficult to secure their policy and funding needs when working solely through their representatives. Indeed, elected representatives are accountable to multiple municipalities within their district and the risk of these city-specific priorities being diluted or ignored entirely in favor of overlapping constituent issues increases without the help of a legislative consultant to ensure the City stands out. The use of a legislative consultant provides cities with an alternative advocacy channel through which they can gain the attention of lawmakers and achieve their funding and policy goals. By investing in a legislative consultant, the City of Midland will better ensure that both its specific priorities and overlapping constituent issues are heard and responded to at the federal level.

Finally, the City of Midland is more than 300 miles from the state capital and 1,400 plus miles from nation's capital. Given the distance of the City from the state and national capitals, it is crucial that the City has an effective ally positioned in both Austin and D.C. to take advantage of in-person advocacy opportunities.

Responsible Use of Public Funds. The use of a legislative advocacy consultant is an investment in the future of the City of Midland. It is crucial that the City's priorities are not overshadowed by competing municipalities and retaining the services of a legislative consultant will better position the City to secure beneficial funding and policy outcomes for their constituents.

Given the current economic constraints created by the pandemic, there is increased competition amongst municipalities for limited funding in an environment in which lawmakers' attention is increasingly limited. Those municipalities that fail to secure the services of a legislative consultant will likely find themselves at a disadvantage during this crucial period as their voice is drowned-out by other municipalities whose voice is magnified by a legislative consultant.

Second, there is a long, established history of municipalities lobbying state and federal governments for beneficial policy or regulatory outcomes. While municipalities may elect to manage advocacy efforts in-house, studies indicate that municipalities that hire legislative consultants benefit from an increased likelihood of positive advocacy outcomes and a greater return on investment [1].

In short, lobbying has a direct impact on funding and other beneficial legislative/policy outcomes and cities that invest in a legislative consultant reap the benefits while conserving vital municipal resources.

Why Aegis? Our firm has an established, robust, and responsive network of political connections at all levels of government. Aegis team members have direct experience working in the Federal

[1] Goldstein, R., & You, H. Y. (2017). Cities as lobbyists. *American Journal of Political Science*, *61*(4), 864-876.

legislature, thereby granting our firm access to key legislative staff. We are skilled at leveraging our existing connections and developing new relationships for the benefit of our clients.

Aegis also has an established history of helping West Texas municipalities secure grants and other funding sources. Our intimate knowledge of legislative and regulatory processes guides our advocacy approach and ensures that advocacy efforts are efficient and effective. We have a talent for identifying policy allies and developing coalitions around an issue that serve to elevate and advance our client's policy priorities. We pride ourselves on collaborating with our clients to develop a comprehensive understanding of their issues and to identify both traditional and non-traditional opportunities to advance them.

Further, by hiring Aegis, the City will benefit from the entire suite of legislative consultant services offered by our firm and will have access to our entire professional staff. In this way, the City will maximize its investment by partnering with a professional government relations firm with an established record of advocacy success, whose team is dedicated to securing the City's legislative and regulatory priorities. In addition, our dual offices in Washington, D.C. and Austin, Texas will enhance the advocacy outcomes for the City by positioning an advocate in two crucial power centers. In this way, Aegis will enhance the City's advocacy efforts while conserving vital municipal resources.

Conclusion

The Aegis Group is excited for the opportunity to work with the City of Midland to develop and implement a legislative advocacy strategy that will serve to achieve the City's funding and legislative priorities. We are confident that our established political network, intimate knowledge of legislative and regulatory procedures, and proven success helping clients at all levels of government will make us the perfect legislative advocacy consultant for the City. Our firm will enhance the City's advocacy efforts while conserving vital municipal resources. Aegis is passionate about advocating for the needs of West Texas communities and enhancing their profile in the greater political arena, as evidenced by the numerous positive testimonials from Texas cities that have engaged our services.

A. MARIO CASTILLO

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Highly Accomplished Bipartisan Policy Strategist and Solutions-driven Professional with Strategic Alliance Initiator Abilities

EXTERNAL AND GOVERNMENT AFFAIRS EXECUTIVE

Superior accomplishments in motivating, mentoring, and leading national and global cross-generational teams to ensure that an organization's policy objectives are met in a timely and cost-effective manner, thus leading to increased revenues and stakeholder satisfaction. A bilingual (Spanish) professional with strong international expertise.

PROFESSIONAL HIGHLIGHTS

- Chief of Staff of the House Committee on Agriculture. Committee liaison on legislative and business matters relating to the U.S. Congress, the Executive Branch, foreign government officials and private sector entities (e.g., commodity groups, national and international media, NGOs, Chicago Mercantile Exchange, etc.).
- Preserved British Airport Authorities' (BAA) commercial base of duty-free stores (World Duty Free Americas) along the US/Canadian/Mexican border, with a value of $110 million by revising anti-business Congressional legislation, assuring its passage by the U.S. Congress and approval by the President in record time.
- Amended an international trade agreement to increase clients' (US/Australian food consortium) market position ($10 million) by directing international and national producer and commercial coalitions, and global government teams.
- Negotiated and obtained multi-million-dollar exclusive rights to raw pharmaceutical ingredients for Cambrex (drug manufacturing firm) from the Czech Republic government.
- Led negotiations and administered the capital structuring of a $28 million long-term loan to revitalize and modernize a major seaport in Texas. Guided due diligence on loan applications concerning investment structure, development, planning, construction and applicant payback capabilities.
- Staff Co-Director of annual Mexico – U.S. Inter-Parliamentary Conferences. Negotiated and authored decrees regarding bilateral political, economic, and social issues, i.e., migration, drug trafficking, environment, and energy issues for endorsement by the Mexican and U.S. conference leadership and eventual approval by the U.S. Congress.

PROFESSIONAL SKILLS AND EXPERIENCE

The Aegis Group, Ltd. **Senior Managing Director** **Washington, DC**

- Develop and employ strategic plans that benefit and advance clients' national and global market shares, while collaborating with unconventional allies, including NGOs and non-profit entities, and their grassroots political power platforms.
- Initiate and nurture beneficial relationships with universities, corporations, associations, and other organizations external to the client's organization in order to advance and embed client's policy and public affairs objectives.
- Direct winning lobbying coalitions with global corporate interests (e.g., Europe, Canada, Australia and within the U.S.) of divergent views to influence legislation and regulations that protect or enhance clients' investments and political agenda(s).
- Design and deploy social media campaigns of national and international political consequence utilizing opinion editorials, radio interviews, C-SPAN, and "issue" forums tailored to foment public opinion beneficial to client interests via grassroots-power partners and other external partnerships.
- Build cohesion and excitement around client issue(s) across customers, employees and external allies to drive advancement of client's business and/or political objectives in targeted arenas.

- Facilitate all administrative and operational functions, including human resources (hiring/mentoring/coaching), payroll, risk management, and new business development.

BOARD APPOINTMENTS

Texas Small Business Industrial Development Corporation — *Chairman*
Austin, Texas — *2004 - 2015*

- Directed $80 million portfolio to provide low cost, long term financing to Texas' public- and private sector enterprises to enhance their economic development and their competitiveness in the global arena. TSBIDC is a division of the Governor's Office of Economic Development. A gubernatorial (Gov. Rick Perry) appointment with the consent and approval of the Texas State Senate.

The Texas Historical Commission — *Commissioner*
Austin, Texas — *2007 - 2013*

- THC is dedicated to the preservation of Texas' architectural, archaeological and cultural landmarks. Evaluated, and approved funding applications from private/public sector in the field of archaeology, architecture, history, economic development, heritage tourism, public administration, and urban planning. A gubernatorial (Gov. Rick Perry) appointment.

HONORS AND CIVIC ENGAGEMENT

Commencement Speaker
The Texas Tech University System at Angelo State University, San Angelo, Texas.

Distinguished Alumnus Award
The Texas Tech University System at Angelo State University, San Angelo, Texas. The award is bestowed upon an alumnus in recognition of outstanding achievements in the fields of education, the arts and humanities, politics and/or international relations.

Awardee of The Ford Foundation's Washington Internship in Education
Award, in conjunction with the George Washington University, for professional accomplishments in the field of bilingual education. A grant of $15,000 for outstanding work in the field of elementary education in Texas (lone recipient in award year).

Designee, Top 25 Hispanic Leaders in the U.S.
Bestowed by the U.S. Congressional Hispanic Caucus for exemplary service to the Latino community as a role model and standard-bearer for the Latino community.

Commissioner, D.C. Commission on the Arts and Humanities
Mayoral Appointment, Washington, D.C. Commissioner/Chair of the Literature Committee and reviewed proposals from city groups and individuals for funding in the fields of poetry, novels, etc.

Chairman, The Friends Council of the National Museum of Women in the Arts (NMWA), Washington, D.C.
NMWA brings recognition to the achievements of women artists of all periods and nationalities by exhibiting, preserving, acquiring, and researching art by women and by teaching the public about their accomplishments. Secured significant financial support from corporate donors during the NMWA's formative years.

Board Member, Downtown San Angelo, Inc.
DSA is a non-profit 501(c)3 organization dedicated to the revitalization and preservation of historic downtown San Angelo. DSA is a Texas Main Street site and a member of the National Trust of Historic Preservation member.

Technical Skills and Languages

Technical Skills	Microsoft Office Suite. Twitter, Outlook, Facebook and Snapchat.
Languages	Expert level in Spanish and English.

Education

Angelo State University, San Angelo, Texas
Bachelor of Arts - English and Spanish Literature

The Washington College of Law, Washington, D.C.
Non-Degree Courses: Torts, Contracts, Property, Civil Procedure and Constitutional Law

A. Mario Castillo

Supplemental Career Information

Project 1

U.S. Congressional Study Missions To Europe, Africa, Mexico, Russia, etc.

Project 2

U.S. House of Representatives/U.S. Senate-Mexico Inter-Parliamentary Summits

Project 3

Intercollegiate Agreement Between A European And An American University

Project 4

Amended International Trade Agreement (Uruguay Round) For Client Benefit

Project 5

Defeated Congressional Legislation To Protect Client's Commercial Holdings

A Mario Castillo

A Mario Castillo 2472 Belmont Road, NW Washington, DC 20008 Tel: 202-518-9590 Email: mariocas@aegisdc.com

Project 1: **U. S. Congressional Study Missions to Europe, Africa, Mexico, Russia, etc.**

Name Of Contact Person To Be Provided

A. Scope of work

As chief of staff of the Committee on Agriculture of the U.S. House of Representatives, I was tasked with planning and executing international exchanges between the Committee's Congressmen (42 members) and foreign elected officials, business leaders and other public policy formulators in various countries, e.g., Europe, Russia, Africa, Mexico, New Zealand, Australia, etc. These exchanges enhanced the Congressmen's cross-cultural sensitivity and gave them a new perspective on how the United States was viewed abroad.

Planning for the missions was work-intensive, requiring coordination with Washington-based diplomats, American diplomats based in the countries to be visited, and the U.S. Air Force who, if the delegation was large in number, would provide VIP transportation services which sometimes included the use of one of the President's airplanes (i.e., Air Force 2).

B. Primary locations of work

The planning for the study missions took place in the U.S. House of Representative in the office of the Committee on Agriculture located in 1300 Longworth House Office Building in Washington, DC. The execution of the missions took place in the foreign locales being visited, e.g., Brussels, Moscow, etc.

C. Duration of work

Planning and execution of the missions varied from three months to five or six months, depending on the sensitivity of the mission and location(s) to be visited.

D. Skills/expertise requirements

I was required to conduct briefings for the Congressmen on the target sites and was responsible for budget planning and allocation of resources (hotel selection, local transportation requirements, etc.). Also, I had to be culturally sensitive, be aware of foreign protocol and possess knowledge of international trade and commerce statistics relevant to the countries being visited.

A Mario Castillo

E. Dollar value

The actual cost, or value, of the missions is difficult to ascertain because the various Federal departments (State, Defense, etc.) and U.S. Congressional funds would pay for different portions of the missions.

F. Contract type

There was no contract in place as the planning and execution of the foreign missions was part of my employment duties with the Committee.

Project 2:	U.S. House Of Representatives/U.S. Senate -Mexico Inter-Parliamentary Summits
	Name Of Contact Person To Be Provided

A. Scope of work

As the Summit co-staff director, I was tasked with identifying and executing the program topics for the various summit panels, i.e., drugs, illegal immigration, environmental, etc.

I would draft "memorandums of mutual understanding" on various topics for the approval and adoption by Mexican and American officials, for the eventual transmission to their respective legislative bodies. This undertaking entailed long and terse discussions between the various official attendees. Also, I would provide interpretation and translation (Spanish) services as requested by the participants.

If the summits took place in Washington, I was tasked with facilitating meetings with Congressional leadership officials, Cabinet heads, and the President. Planning for the sessions required coordination with Washington-based Mexican diplomats and various Congressional and Administration officials. Due to security concerns about travel in Mexico, the U.S. Air Force would provide VIP transportation services, including the use of the President's airplane.

B. Primary locations of work

The summits would take place in various locations in Mexico and the United States with alternating meeting sites each year. The planning of the summits took place in Congressional offices in Washington and, at times, in Mexico City for pre-summit staff meetings.

C. Duration of work

Planning and execution of the summits usually took about nine months and up to one year prior to the summit date.

D. Skills/expertise requirements

I was required to conduct briefings for the Congressmen on the various "hot" topics that the Mexicans wanted to discuss during the summit. And, I had to conduct "stealth intel" to determine which, if any, of the Mexican officials and their friends in the Mexican media were going to attempt to embarrass any member of the American delegation on any topic. Therefore, I had to be creative and methodical while probing for information not readily available.

I was required to have good strategic vision and had to be able to build and implement sophisticated plans for the execution of the summit's panels' discussions with indiscernible effort. Additionally, I had to be emotionally mature; calming and positive in temperament as well as tolerant and understanding of the various participants and their agenda(s).

E. Dollar value

The actual cost, or value, of the missions is difficult to ascertain because the various Federal departments (State, Defense, etc.) and U.S. Congressional funds would pay for different portions of the missions.

F. Contract type

There was no contract in place as the planning and execution of the foreign missions was part of my employment duties with the Committee.

A Mario Castillo

Project 3: Intercollegiate Agreement Between A European And An American University

Name Of Contact Person To Be Provided

A. Scope of work

Negotiated and facilitated the establishment of the first intercollegiate agreement between a Czech Republic university (Charles University) and an American university (Texas A&M University). The agreement called for the exchange of scientific studies on various topics (environment, food/fiber production, etc.) and established a visitors' (professor's) exchange program.

B. Primary locations of work

The negotiations started in Washington, DC and concluded in Prague, The Czech Republic. The negotiations included Washington-based Czech diplomats, American and Czech university officials, and American diplomats based in Prague.

C. Duration of work

The negations took place over a time period of approximately nine (9) months and culminated with the signing of the agreement in Prague between Czech and American university representatives, and U.S. Congressional and Czech officials.

D. Skills/expertise requirements

Since I was representing the American university and the U.S. House of Representatives, it was incumbent upon me to exhibit excellent interpersonal skills, i.e., be a good communicator, demonstrate team leadership and maintain a high level of integrity. The nature of the personalities involved in this situation required that I be decisive and results-driven while being enthusiastic in finding openings and opportunities when obstacles arose during the negotiations.

A Mario Castillo

E. Dollar value

The cost of the negotiations, from initiation to conclusion, included travel expenses (hotel, airfare, meals, etc.) for eight Congressmen and two staffers was in the $400,000 to $500,000 (+) range. However, the value of the agreement was invaluable because it opened beneficial communications between parties that had been hostile to one another.

F. Contract type

There was no contract in place as this undertaking was part of my employment duties with the Committee of Agriculture of the U.S. House of Representatives.

Project 4:	Amended International Trade Agreement (Uruguay Round) For Client Benefit Name Of Contact Person To Be Provided

A. Scope of work

Altered the terms of global product allocation between countries (United States and Australia) in order to increase client's quota share of product for enhanced market share and profits while minimizing import surge damage to American interests allied with firm's client.

B. Primary locations of work

The work took place in Washington, DC as it was the focal point for the Uruguay Round trade talks. Occasionally, travel to allied points (California, Wisconsin, etc.) was required in order to recruit and maintain the high interest of grassroots allies on behalf of client cause.

The negotiations required collaboration with and the direction of foreign diplomats, U.S. Congressmen and Senators, Administration officials, and other parties as appropriate to advance client goals of enlarging its commercial holdings in the U.S.

C. Duration of work

The assignment lasted approximately one year.

D. Skills/expertise requirements

It was essential that I possess diverse industry and functional expertise coupled with a tenacious commitment to driving client goals to a successful conclusion in the face of strong opposition from competing business interests and some Administration officials. Additionally, I had to develop and lead teams of allied and diverse groups, create and adopt winning strategies as the situation dictated, and position the client in a "good business neighbor" position despite attacks from competitors and hostile members of the media.

A Mario Castillo

E. Dollar value

The value of the amended trade agreement was worth approximately $10 million to the client in business revenues.

F. Contract type

The contract was retainer-based plus expenses. The contract value to my firm was in the $200,000 (+) range.

Project 5: Defeated Congressional Legislation To Protect Client's Commercial Holdings

Name Of Contact To Be Provided

A. Scope of work

By recruiting and marshaling U.S/Canadian/Mexican municipal and state border officials into a pro-client coalition, I defeated Congressional legislation targeting client's near monopoly holdings in the U.S. Via the utilization of a highly strategic amalgamation of border governors, state legislators, and municipal officials, the Chairman of the Judiciary Committee of the U.S. House of Representatives was convinced to abandon his plans to break-up client holdings in the U.S. His proposed legislation was "watered-down" after our firm was tasked with the assignment.

B. Primary locations of work

The work took place in Washington, DC as it was the focal point for the Congressional hearings and points of contact with allied organizations. However, utilizing the client's airplane, effective networking and mobilization of Northern (New York, Minnesota, Washington, etc.) and Southern (Texas, Arizona, etc.) border officials was possible in order to defeat the onerous legislation.

C. Duration of work

The assignment lasted approximately one year.

D. Skills/expertise requirements

I had to be tactical, strategic and proactive as opportunities (often not anticipated) presented themselves for the client's advantage. Given the vast geographical distances where the client's stores were located, I had to be well-organized with superb planning and time-management skills. Likewise, I had to be adaptable and flexible as unforeseen challenges, or opportunities, arose.

E. Dollar value

The defeat of the legislation saved the client approximately $110 million in its commercial holdings and sales revenues.

F. Contract type

The contract was retainer-based plus expenses. The contract value to my firm was in the $250,000 (+) range.

A Mario Castillo

ALEXANDER WALKER
11321 Fletcher Hall Lane · Austin, TX 78717 · (512) 897-4421 · aw1082@georgetown.edu

EXPERIENCE

THE AEGIS GROUP — Washington, D.C./Austin, TX
Strategic Government Affairs & Business Development Director — Aug 2020- Present
Strategic Government Affairs & Business Development Associate — Aug 2018-Dec 2018, Aug 2019-Aug 2020

- Conducted legislative and policy research to develop reports with detailed, easily digestible summaries, analysis, and recommendations to guide clients' decisions and achieve policy goals and priorities
- Developed and maintained relationships with elected representatives, legislative staff, and issue stakeholders to advance client goals and form coalitions.
- Established Texas office and oversaw business development responsibilities, including generating news leads, identifying government procurement opportunities, and responding to Requests For Proposals (RFP) at the national, state, and local level.

720 STRATEGIES — Washington, D.C.
Strategic Communication & Government Services Fellow — Jan 2019- Aug. 2019

- Conducted research and analysis in order to develop 70-page family suicide prevention toolkit for $95K Health and Human Services contract.
- Identified key stakeholders and developed creative content, including messaging and taglines to prepare a proposal for a subsequently awarded contract for a prominent CA city's environmental regulation compliance campaign and Library of Congress Veterans History Project.
- Facilitated business development by generating new leads and leveraging existing contacts, which led to successful contract procurement and expansion into Texas and new industries.

RKQM INVESTMENTS — Austin, TX
Project Manager & Warranty Manager — Jan 2013-July 2018

- Supervised sub-contractors and ensured completion of tasks by set deadlines for new residential properties, including 20 properties valued at over $14 million.
- Authorized client warranty requests, delegated work assignments, and scheduled sub-contractors to fulfill warranty obligations for 30 properties.
- Located and procured new sub-contractors and general contractors through extensive networking.
- Researched and initiated creative solutions to various construction issues to increase efficiency and lower costs.

WALKER PROPERTY MANAGEMENT — Austin, TX
Co-Founder & Property Manager — Jan 2014-Aug 2018

- Planned, budgeted, and managed residential renovations up to $60K to increase marketability and value of properties.
- Represented and advocated on behalf of associations with local government to improve quality of communities for 110-home subdivision and 12-condo complex.
- Enforced deed restrictions and neighborhood bylaws for 110-home subdivision and 12-condo complex.
- Coordinated and conducted Owners' Association meetings to learn and address homeowners' concerns.

EDUCATION

GEORGETOWN UNIVERSITY — Washington, D.C.
Master of Arts in American Government, GPA: 3.87 — August 2019
Relevant Coursework: Government-Media Relations in the Digital Age, Policy Politics & the Media, Federalism & Intergovernmental Relationships, Analysis of Political Data
Thesis: "Framing Effects on Public Opinion: A Comparison of Frames in Traditional and Social Media"

UNIVERSITY OF TEXAS AT AUSTIN — Austin, TX
Bachelor of Arts in Government, *summa cum laude*, GPA: 3.93, Major GPA: 4.0 — May 2013
Phi Beta Kappa, Vice President of Pi Sigma Alpha (Political Science Honor Society)

DISTINCTIONS

Leadership: Co-Founder of Austin Greenbelt Alliance, Sigma Alpha Lambda (Leadership Honor Society)
Publications & Presentations: "Assessing the Risk of Violence in Afghanistan's 2019 Presidential Elections" presented to State Department in Fall 2018 for Georgetown course titled "Electoral Violence: Analysis"
Professional Associations: Hispanic Lobbying Association, Texas Exes, Texas State Society
Advocacy/Community Service: Longhorns on the Hill; AustinPetsAlive! Pet Foster; Travis County Deputy Voter Registrar; Loaves & Fishes Volunteer; Meals on Wheels Delivery Driver; Friendship Plate Event Volunteer

PACKET 15:55 May 10, 2022

Tab B—Rates and Expenses

Fees

$8,333.00/Month

Government Affairs Consulting Fee

Aegis' fee is structured in such a way as to maximize its advocacy power at the Federal level, while also offering the best value to the City. The benefits to the City include, but are not limited, to:

- Access to the full suite of services offered by our firm
- Assignment of multiple team members to this project as determined by Senior Managing Director
- Accommodation period—including one time-travel, at Aegis expense, to the City
- Our dual presence in the State and National capitals
- The inclusion of an Accommodation period
- 24/7 access to Aegis Staff

The Aegis Group consultation services are structured around a monthly, lumpsum retainer, or consulting fee. The consulting fee covers the services outlined in the scope of services section of this proposal without time limitations as regards professional services delivery by Mr. Castillo and/or members of his staff. The fee listed below is a set, not to exceed amount, and will not change regardless of time spent on this project or other special circumstances.

The monthly retainer fee is billed one month in advance and due for payment upon receipt of invoice (sent by electronic transmission) to an account designated by Aegis.

Direct and Out-of-Pocket Expenses

The City of Midland (Midland) will pay for out-of-pocket expenses incurred by Aegis on Midland's behalf such as taxis, travel related expenses, printing, graphic design, meeting logistic expenses, postage, copying, etc., incurred by Aegis on behalf of Midland with proper approval. Aegis will not incur any travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Negotiations

Aegis understands and acknowledges that the retainer fee listed below is subject to negotiation upon being selected and that the actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized with the City.

Fee Schedule

Federal Fee Schedule	
Federal	$8,333.00/Month
Not to Exceed	$99,996.00/Annually + *approved direct and out of pocket expenses.*

The above fee schedule represents Aegis' Federal consultation fee and indicates a not-to-exceed amount as requested by the City.

Tab C—Methodology

Scope of Services

The City of Midland, Texas ("City") is seeking Legislative Advocacy Services to advise and advocate for the City in matters concerning its federal legislative agenda and funding priorities.

The Aegis Group ("Aegis") will assist in the development and implementation of government relations strategy, track and report on legislative developments and priorities, advocate on behalf of the City with public and private interests at the federal level, develop relationships with key agencies, actors, and stakeholders, identify and help acquire public funds for the city, and perform other government relations services as consistent with the City's annual strategic advocacy and political engagement plan to be developed in collaboration with Aegis.

Aegis would act as the federal government relations representative for the City. Aegis, on this contract, will:

- Work in consultation with the City to shape its advocacy agenda.
  - Survey of council during accommodation period (see "Advocacy Priorities Survey" on page 16)

- Develop and implement a strategic government relations plan with a focus on appropriations and funding. The developed strategy will be dynamic to ensure that any potential legislation or interest is identified quickly, and the strategy updated to accommodate new developments. Some examples may include:
  - Create related position papers, talking points, press releases and/or white papers
  - Prepare briefing memorandums for key City representatives
  - Identify vehicles for delivering issue information to key targets (*Biden Administration, Congressional officials, social media, etc.)*
  - Continually review existing and any proposed legislation, policies, etc. and identify any potential impact to City's interests
  - Research legislative policy statements and monitoring legislation to identify issues and implement actions based on interests of the City
  - Work with City by developing legislation based on interests outlined in Legislative Program and assist with any appropriations requests

- Meet, on behalf of, and arrange meetings for Midland representatives with public agency representatives and key policymakers to advance Midland's advocacy priorities. Some examples of key Congressional officials at the Federal level include but are not limited to Midland's federal delegation and bipartisan engagement with congressional committees that impact Midland's political and financial agenda.
  - Act as liaison and represent the City's interests with government branches, departments, and agencies.

- Testify before legislative and appropriations committees, agency hearings, rulemaking proceedings, and any other applicable administrative agency or legislative meetings as needed to advocate or oppose for any legislation affecting the City's interests.
  - City officials will be thoroughly prepped by the Aegis team before testifying.

- Make introductions, prepare necessary documents, draft letters, and schedule meetings (virtual and fly-in) on behalf of the City with organizations, associations, congressional leaders, congressional staff, etc.

- Develop and deploy periodic media content (*print, broadcast, radio, and social media*), as needed and/or appropriate as developments emerge, to elevate the City's interests.

- Foster and maintain alliances with non-traditional allies (*i.e., diplomatic corps, businesses, associations, etc.).*

- Utilize bi-partisan and bicameral relationships to effectively communicate the City's interests to elected officials.

- Seek opportunities, in consultation with City representatives, to enhance policymaker and stakeholder awareness of the City's interests.

- Identify funding opportunities and aggressively take action to secure funding
  - Identify grant opportunities and draft funding/grant applications in collaboration with the City
  - Identify agencies in charge of fund disbursement and establish relations for the City
  - Identify alternative funding opportunities for City projects
  - Develop strategies for attaining available public funds

- Provide continual, consistent communication *(via video conference* and *written reports*) to City to ensure officials are up to date and well- informed. This includes:
  - Short and concise monthly written status reports, including updates on progress towards achieving goals and objectives outlined in City's Legislative Program
  - Written and verbal reports (*via video conference*), including personal briefings and information related to any legislation, rules, policies, etc. related to City's interests
  - Weekly written reports, including status of issues, actions taken during the week, and updated strategy/suggested actions

Technical Approach

Aegis clients benefit from years of combined experience delivering effective government relations solutions for public and private sector clients. The Aegis team is skilled in initiating and nurturing relationships in order to advance policy and ensure passage of legislation for our clients. Our team's intimate knowledge of Federal, State, and Local legislative processes, access to a robust and responsive network of public officials and allied networks at all levels of government, and proven success developing and implementing government relations strategies make Aegis perfectly situated to support the City of Midland's legislative consulting and advocacy efforts.

The scope of work outlined in the RFP has been organized into the following categories of "*Strategy*", "*Tracking and Reporting*", "*Advocacy*" and "*Relationship Building*" in order to provide a segmented view of Aegis' services and technical approach.

Strategy

Aegis has a long and successful history of developing and implementing government relations strategies at the Federal, State, and Local level for both public and private sector clients. We know that successful advocacy starts with communication and collaboration with our clients in order to understand the specific issues they face and to devise tailored solutions for addressing them. We believe that ongoing, consistent, precise, and timely communication with our clients ensures that all parties are properly informed of advocacy activities and produces the best possible advocacy outcomes for our clients.

Our firm is adept at working with our clients to identify emerging issues and key priorities in order to develop a legislative agenda and an accompanying government relations plan aimed at achieving our client's legislative goals.

Aegis will, upon award, conduct a client priorities survey, via videoconference, with the mayor and each council member in order to develop an advocacy strategy, in close collaboration with the City, that will address the key priorities identified by City representatives.

Aegis adopts a dynamic approach to government relations strategy. We constantly update our strategy throughout the contract period to identify and take advantage of emerging legislative or regulatory developments that will impact our client.

We find that our client's legislative agendas are most commonly hindered by a lack of familiarity and knowledge of the legislative process. There are key deadlines and processes used during the annual legislative cycle that, more often than not, are not readily available to the public. Our clients benefit from our team's expert knowledge of the legislative process including, but not limited to, legislative writing and composition processes; committee and subcommittee processes (*i.e., notices, hearings, and markups, and the accompanying amendment process);* rules committee amendments; floor amendments; conference report process, etc.

It is important to note that as the legislative process moves along, there are no warning signals; once a deadline has been missed, it is very difficult to interject legislative priorities in a piece of legislation at the last minute. However, our team's direct experience moving and including priorities late in the process, provides our clients with a powerful advocacy advantage.

Rooted in our expert knowledge of legislative processes and bolstered by our robust and responsive political network, our approach maximizes our client's advocacy efforts and identifies alternate routes for advocacy to ensure any momentum behind ongoing advocacy efforts is maintained.

Our dynamic approach also empowers us to anticipate and respond to potential advocacy roadblocks and seeks ways to turn negative events into positive client outcomes. The legislative process presents many obstacles and barriers to successful advocacy. However, where others see obstacles, our firm sees key opportunities to achieve client goals through legislative vehicles including but not limited to Appropriations Full Committee and Subcommittee submissions; Appropriations Committee Full Committee and Subcommittee Markups; Reauthorization; Omnibus bills; Continuing Resolutions, etc. Additionally, earmarks have returned to the federal level (*referred to contemporarily as congressionally directed spending*) and will add yet another vehicle for achieving our client's advocacy priorities. It is vital that those entities seeking the benefits of congressionally directed spending begin developing relationships with key offices and acquainting legislative key staff to their specific needs as soon as possible.

In addition, Aegis has a well-documented history of identifying and developing opportunities to enhance our client's image with elected officials and other stakeholders.

Aegis recognizes the most formidable legislative obstacle is legislative staff being unaware and unfamiliar with our client's specific advocacy issues. As a result, Aegis moves quickly, while following a strategic, methodical process of engagement with personal offices and committee staff that has proven results. Our process intercedes with staff at the appropriate time to educate them, provide them with powerful informational tools, and win their support for legislative requests.

Tracking and Reporting

The Aegis team has direct experience both crafting and monitoring legislation at all levels of government. We are adept at identifying emerging legislation, tracking its progress through the legislature, and developing concise reports that empower our clients to make the best decisions regarding their legislative and policy priorities. Aegis' proprietary in-house processes and procedures ensure that nothing slips through the cracks and all legislation and regulation with potential impact on our clients is identified and thoroughly analyzed.

We believe that strong research and reporting underpin any successful advocacy effort and are well-equipped to carry out research and develop reports and memos that concisely communicate the intent, impact, and available advocacy opportunities of legislative activities. Our advocacy materials are written using clear, concise language that informs, educates, and motivates the recipient to action.

Advocacy

Aegis has a long history of advocating for client interests at all levels of government for both public and private sector clients. Our team directs winning lobbying coalitions with global corporate and public interests of divergent views to build cohesion around an issue, and influence legislation and regulations that protect or enhance our clients' political agendas in targeted arenas.

The Aegis Group is well-established in D.C. and Texas, specifically in Austin and West-Texas municipalities. Our Senior Managing Director and founder, Mario Castillo, has been quoted in a Scripps Howard newspaper as being "known in West Texas, Austin and Washington circles for getting things done seemingly by magic.[2]" Aegis firmly believes that the unique needs of West Texas cities should be well-represented in the legislature, and not overshadowed by municipalities east of I-35. Aegis was a pioneer in the practice of building strategic coalitions through a variety of channels. As a result, we can operate on any number of levels—seen and unseen—to achieve our clients' goals. We utilize public and private sector allies to develop powerful stakeholder coalitions in order to enhance and magnify our client's advocacy efforts and are committed to creating a patchwork of stakeholder allies to support the City's advocacy activities.

Relationship Building

The Aegis team is skilled in initiating and nurturing relationships in order to advance policy and ensure passage of legislation for our clients. Our intimate knowledge and understanding of how Member office staff and committee staff operate empowers our team to interact efficiently and successfully with these actors in order to include our client's legislative priorities. Aegis' numerous state and federal contacts in both Member offices and committees of the Senate and House of Representatives allows us to immediately access key political actors crucial to achieving our clients' goals.

Aegis has a talent for identifying, building trust, and collaborating with conventional and unconventional private and public sector allies, who share mutual legislative or policy goals. Our knowledge, not only of the system, but of the power centers and their key actors, allows us to match a client's mission with congressional administration interests that are of a like mind or educate legislative staff on how their member's interests overlap with those of our clients. Aegis' knowledge and experience in these areas enhances our ability to locate and recruit legislative sponsors and other organizational support for our client's legislative objectives.

Our team has at its disposal a robust and responsive network of public officials and allied networks at all levels of government. We also benefit from well-established relationships with non-traditional allies such as universities, corporations, associations, and other organizations. Further, our firm's established relationships with prominent local and national media organizations (*including the El Paso Times, Dallas Morning News, and the Austin American*

[2] http://archive.gosanangelo.com/news/castillo-forges-on--with-gusto-ep-438846264-355797781.html/

Statesman) gives our clients access to media partners useful for elevating their advocacy message and presents an alternate point of pressure for advocacy activities. Our web of established relationships and skill at generating new connections allows our firm to advance and embed our clients' policy and public affairs objectives in the greater legislative process.

Our team is also adept at bringing value and solutions, as opposed to problems, to elected officials and their staff. Our informational material is presented in congressional format, making it more digestible to legislative staff, and serves to strengthen relationships and persuade legislators towards our client's needs. Our team has a successful history of acting as the liaison between West Texas cities and elected officials, and key government employees to clearly communicate and advance their policy goals.

Funding

Aegis is particularly skilled at identifying and developing strategies for securing funding for our clients. Members of our firm have successfully secured funds for city programs and initiatives, including funding for economic development, tourism, etc.

Federal Funding Opportunities. The recently proposed Biden Administration economic plan indicates that a massive infusion of public funds is forthcoming and will be made available to municipalities across the U.S. It is vital that interested parties make inroads with key agencies and identify funding opportunities quickly in order to ensure that targeted funds are still available. To be sure, those public entities that fail to quickly identify and apply for these funds will be left without as other entities compete for the same funding pot. It is vital that advocacy activities aimed at securing public funds be initiated as soon as possible.

President Biden's spending plan includes two major categories, the Infrastructure Plan and Families Plan, totaling $4.1 Trillion. Below is a breakdown of the funds soon to be available to public entities:

I. Infrastructure Plan—$2.3 trillion
   A. Building and Utilities (Total—$689b)
   B. Transportation (Total—$621b)
   C. Jobs and Innovation (Total—$578b)
   D. In-Home Care—Care for people with disabilities and older adults—$400b
II. Families Plan—$1.8 trillion
   A. Tax Credits (total—$800b)
   B. I.R.S.—Investments to collect more revenue—($80b)
   C. Child and Family Support (total—$495b)
   D. Education (total—$511b)

Special Considerations

Earmarks. An Earmark refers to congressional provisions directing funds to be spent on specific projects. Legislators have historically sought to insert earmarks to direct specific amounts of money to organizations or projects in the member's home state or district. The Congressional Research Service (CRS) defines earmarks as follows:

> *"Provisions associated with legislation (appropriations or general legislation) that specify certain congressional spending priorities or in revenue bills that apply to a very limited number of individuals or entities. Earmarks may appear in either the legislative text or report language (committee reports accompanying reported bills and joint explanatory statement accompanying a conference report)."*

Supporters of earmarks rightfully contend that is the elected official, not government bureaucrats, who is best positioned to understand the needs of his or her district/state and how/where to best allocate the funds to maximize the benefit they bring to their constituents. Further, advocates cite evidence of increased bipartisanship as proof of the benefit of earmarks in the legislative appropriations process. Earmarks give lawmakers a vested interest in the legislation that comes before them.

Earmarks have returned to the appropriations process under a new label, *congressionally directed spending*, that aims to facilitate cross district coordination and increase the likelihood of bipartisan lawmaking.

The reemergence of earmarks has been met with enthusiasm from lawmakers. So far, all but one House Democrat and half of House Republicans have requested $5.9 billion for fiscal year 2022.

Out of Session Does Not Mean Not Working. Many members of the public perceive that no meaningful legislative action takes places during congressional recess periods or when Congress is out of session. However, nothing could be further from the truth. The off session presents a prime opportunity to perform key educational and introductory activities to federal staff that enhance the power of advocacy activities during the next legislative session. Our approach utilizes this crucial period to educate targets on the priorities important to our clients and permits the cross fertilization of ideas between the client and the target. Further, this period is a perfect time to identify, formulate and mobilize grassroots coalitions, both conventional and nonconventional, to build an army of support for the next session.

Legislators have two jobs: represent their constituents and govern. Sometimes these responsibilities work in tandem and sometimes not. Constituent representation requires working with them in the district that they represent, and this is not easily done from Washington or Austin. While supporting or opposing legislation is an important part of a member's job, it does not come close to capturing an elected official's wide range of responsibilities. This is why even with Congress, or the state legislature, is out of session most elected officials are at work. It is not uncommon for a Member of Congress to work a seven-day week.

The legislative chambers rarely work in unison and also do not need to be in session at the same time. It is not a requirement to legislate nor are the chambers routinely working on the same issues. Simply stated, the House and Senate are independent and uncoordinated bodies.

To the veteran government relations specialist or lobbyist, "out of session" translates into "get a deal done" on a piece of legislation with staff when they have more time to focus on the issue(s) that the lobbyist is advancing on behalf of a client(s). Likewise, this is an important time for grassroots forces to be heard more effectively without the din of the competition.

Importantly, the *advocacy priorities survey* that our firm conducts at the outset of every new client relationship ensures that the priorities identified in collaboration with our clients are quickly collated and developed into a legislative plan that can be deployed rapidly to ensure no momentum is lost nor any opportunity missed prior to the next session. The survey directly informs our advocacy approach and helps our firm identify advocacy opportunities.

In essence, Aegis fulfills a role similar to that of a schoolteacher during summer school; helping to prepare a student for the next school year. In the same way, we work closely with our clients to educate them on the legislative process and inform key staff of the issues important to them prior to the start of the next legislative session. In this way, our client's issues are on the minds of key lawmakers before the legislative agenda for the next session is finalized.

The best time to launch a counter-effort is before their forces are aligned and deployed.

Project Plan, Staff Assignment, and Time Frames

Project Plan. A detailed project plan, including timelines with goals, will be developed in collaboration with the City during the accommodation period and presented to the City after the development of the City's Legislative Program.

Time-frames. It is important to note that viewing advocacy at the state and federal level through the lens of time-frames can be a self-defeating exercise. Although congressional terms run for two-years, legislation often spills over into two or more congressional sessions or terms. As such, the nature of government relations is not measured by a specific timeframe. Often, an advocacy effort that is of long duration results in subtle but significant accomplishments. Our goal is not just to deliver goods in the now but changing opinions and perspectives of the opposition into the future.

Staff-Assignment. Please see staff allocation on page 11 of this document for a description of the staff assignment for each category of the proposed scope of work.

Progress Reports

Aegis is committed to preparing scheduled progress reports to be delivered/presented to City representatives in compliance with the stipulations outlined in the RFP. Aegis will also be available to providing verbal updates to the city as they arise.

Scheduled progress reports include but are not limited to:

- Written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the City's Legislative Program.
- Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other State/Federal policies or programs that affect the City and its citizens either directly or indirectly.
- While the Legislature is in Session, a concise written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggestion action that City staff or elected officials may implement.
    - A written report that summarizes the status of the City's Legislative Program shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period.
- When the Legislature is not in Session, Aegis shall provide periodic, concise reports on issues of interest or concern to the City. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

Duties and Responsibilities

Aegis assumes full responsibility for the tasks outlined in the Scope of Work with support from the City and its officials, when needed.

Tab D—Reference Form

Aegis' client and professional references are listed below. Please let us know if we can provide any further clarification on this section.

Client References

Client Reference #1		
Name	Ken Meyers	
Position	President	
Organization/Agency	MCT Dairies	
Email: kenmeyers@mctdairies.com		**Phone:** (973)-258-9600 Ext. 11
Address	97 Main Street, Chatham, NJ 07928	
Service Period	11 Years	
Services Provided/Successes Achieved	Provided government and public relations services to a dairy products trading company and interacted with key White House officials, the U.S. Congress, major agricultural producer groups, and foreign government officials to defeat legislative and government initiatives that would be detrimental to the firm's market share. Note: Ken Meyer's has been a client of Aegis, in various business capacities, since 1992.	

Client Reference #2		
Name	Tom May	
Position	President	
Organization/Agency	Trugman-Nash, Inc.	
Email: twmay@optonline.net		**Phone:** (914)-954-6518
Address	8 Cayuga Trail, Harrison New York, New York 10528	
Service Period	12 Years	
Services Provided/Successes Achieved	Amended an international trade agreement to increase clients' (*US/Australian food consortium*) market position *($10 million*) by directing international and national producer and commercial coalitions, and global government teams. Note: Trugman-Nash was purchased by MCT Dairies, Inc. and has kept Aegis on a continuous retainer since Aegis was hired by Trugman-Nash in 1992.	

Client Reference #3		
Name	Thomas "Tom" Daniels	
Position	President	
Organization/Agency	World Duty Free Americas	
Email: tom.daniels@highlineaftermarket.com		**Phone:** (609)-513-6188
Address	698 Pencador Drive, Newark, Delaware 19702	
Service Period	2 years	
Services Provided/ Successes Achieved	Preserved British Airport Authorities' (*BAA*) commercial base of duty-free stores (*World Duty Free Americas*) along the US/Canadian/Mexican border, with a value of $110 million by revising anti-business Congressional legislation, assuring its passage by the U.S. Congress and approval by the President in record time.	

Client Reference #4		
Name	Brenda Gunter	
Position	Mayor	
Organization/Agency	City of San Angelo, Texas	
Email: Bmosergun@aol.com		**Phone:** (325)-650-0978
Address	26 West Concho Street, San Angelo, Texas 76903	
Services Provided/ Successes Achieved	The Mayor can attest to the pro-bono work The Aegis Group has done for the City of San Angelo, Texas. Testimonial: Quote from the *Dallas Morning News*, "*we happen to be a city of 100,000 population, and yet we feel like we're a city of 1 million people because the length of Mario's arms are so long.*[3]"	

Client Reference #4		
Name	Raymond Meza	
Position	CEO	
Organization/Agency	Twin Mountain Fence Company	
Email: raymond@twinmountainfence.com		**Phone:** (325)-234-5500
Address	7513 US-67, San Angelo, TX 76904	

[3] https://www.dallasnews.com/news/politics/2019/06/25/what-does-san-angelo-have-that-dallas-doesnt-heres-how-the-west-texas-town-ended-up-on-the-global-stage/

Services Provided/ Successes Achieved	Our firm assisted Mr. Meza in acquiring federally issued H-2B visas for industries such as his with a nexus to agriculture, the protection of energy production sites and military installations in order to ensure that regulations pertaining to visa allocations do not threaten the viability of those auxiliary industries that are vital to supporting America's agricultural food production.

Professional References

Professional Reference #1		
Name	Russel Redding	
Position	Agriculture Secretary	
Organization/Agency	Pennsylvania Department of Agriculture	
Email: N/A		**Phone:** (717)-772-2853
Address	2301 North Cameron Street, Harrisburg, PA 17110	

Professional Reference #2		
Name	Austin Weatherford	
Position	Chief of Staff	
Organization/Agency	Congressman Adam Kinzinger—US Representative for Illinois 16th Congressional District	
Email: N/A		**Phone:** (202)-225-3635
Address	2245 Rayburn HOB, Washington, DC 20515	

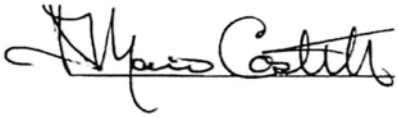
Tab E—Acknowledgement of Addenda and Standard Form of Agreement.

Midland, Texas
RFP# 21003698

The Aegis Group, LTD.

Acknowledgment—City's Standard Form of Agreement. *7-19-2021*

Aegis has reviewed the City of Midland's "*Standard Form of Agreement*" and attests to our firm's willingness to sign the agreement upon award of the contract.



A. Mario Castillo
Senior Managing Director
The Aegis Group, LTD.

Acknowledgement—Addenda.

Please see the addenda acknowledgments attached to the end of Tab E.

CITY OF MIDLAND

ADDENDUM

RFP #21003697 & 21003698

TO ALL PROPOSERS ON THE SUBJECT RFP:

ADDENDUM # 1

DATE: June 30, 2021

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. Will there be a public opening? If so, when will this occur and how will respondents be able to watch or listen?

A1. There will be a public opening July 21, 2021 at 2:00pm in the City's Council Chambers. The public opening will also be shown via the City Council Meeting live feed. This can be accessed from the following web address at the time of the proposal opening:
http://www.midlandtexas.gov/600/Watch-Council-Meetings

Q2. Can you please confirm the number of copies that are to be submitted?

A2: Please submit five (5) copies.

Q3: Should all copies be in an individual indexed binder as well, or only the original?

A3: We will leave it up to the individual company if you choose to index all copies.

Q4: Can you please confirm the location of the insurance affidavit within the RFPs and/or provide the document to our firm for review?

A4: Please disregard the Insurance Affidavit.

Q5: Is there an official form by this name, Completed Reference Form for us to fill out and submit with the RFP response, or should we simply draft our own reference list that includes the reference information?

A5: Please submit a list of references on your own draft.

Q6: If there is an official form, can you please confirm the location of the form and/or provide the document for our firm to review?

A6: See question 5.

Q7: Can you please confirm that a letter from our insurance provider stating our ability to be insured upon award will satisfy this requirement in both RFPs?

A7: Please include a letter from your insurance company with your proposal.

Q7: Will the City approve an amendment to the references section or allow our firm to use the references listed above, so that a firm such as ours can compete for this contract?

A7: References can be from public and/or private sectors.

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

All other terms and conditions shall remain the same.

The Aegis Group
Company Name

Authorized Signature

07/18/2021
Date

A. Mario Castillo
Please Print Above Name

202-744-8199
Phone

CITY OF MIDLAND

ADDENDUM

RFP # 21003698

TO ALL PROPOSERS ON THE SUBJECT RFP:

ADDENDUM # 2

DATE: July 13, 2021

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. If we submit responses for both RFPs, can we submit one main document, or do we need to submit two separate responses for the state and federal level?

A1. Please submit 2 separate responses.

Q2. Can our firm cite work that is more reflective of the scope of work outlined by the City, even though it did not occur within the last 36 months?

A2. Yes, please denote the date(s) that the work occurred.

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

All other terms and conditions shall remain the same.

The Aegis Group
Company Name

Authorized Signature

07/18/2021
Date

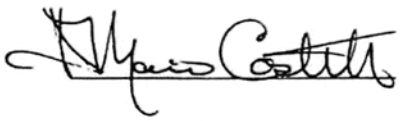
A.Mario Castillo
Please Print Above Name

202-744-8199
Phone

Acknowledgment—Statement of Qualifications *7-19-2021*

The RFP checklist requested that respondents complete and sign a statement of qualifications form. However, no such form exists within the RFP documents. Given this absence, Aegis submitted a request for information to the City Purchasing Department on 7/15/2021 at 5:04 PM CT to inquire as the absence of a completed and signed "Statement of Qualifications" form. As of this submittal, Aegis has not received a response from the City and has taken the liberty of drafting the statement below as a substitute.

Aegis attests that the information contained in Tab A "Qualifications and Experience" is accurate. Aegis is prepared to furnish any additional information requested by the city.



A. Mario Castillo
Senior Managing Director
The Aegis Group, LTD.

SUSPENSION AND DEBARMENT CERTIFICATION

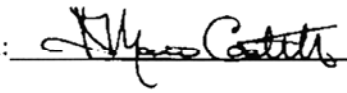
Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: The Aegis Group

Signature of Company Official: 

Date Signed: 07/15/2021

Printed name of company official signing above: A. Mario Castillo

Tax ID: 458-84-9318

NON-COLLUSION AFFIDAVIT

~~STATE OF TEXAS~~
§
~~MIDLAND COUNTY~~ WASHINGTON, D.C.

A. Mario Castillo being first duly sworn, on his/her oath, says that the proposal above submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and s/he further says that the said proposer has not directly induced or solicited any proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal; and that said proposer has not in any manner sought by collusion to secure to self an advantage over any other proposer or proposers.

The Aegis Group
NAME OF FIRM

SIGNATURE OF PROPOSER

Senior Managing Director
TITLE

Subscribed and sworn to before me this 16th day of July, 2021 ~~2016~~

Notary Public in and for the ~~State~~ ~~of~~ WASH, D.C. residing at

4200 WISCONSIN AVE, NW.
WASH DC 20016

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

ANDREW CANNON NOTARY PUBLIC EXP. 9-14-24 DISTRICT OF COLUMBIA

The Aegis Group, Ltd.

July 18, 2021

Conflict of Interest Questionnaire

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

A. Mario Castillo
Senior Managing Director
mariocas@aegisdc.com
202-744-8199

The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, DC 20008

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-779486

Date Filed:
07/15/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Aegis Group
Washington, DC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The City of Midland

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 21003698
Lobbying Consultant Services At the Federal Level

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castillo, Mario	Washington, DC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alexander Walker, and my date of birth is 06/15/1987.

My address is 11321 Fletcher Hall Lane (street), Austin (city), TX (state), 78717 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 18 day of 7 (month), 20 21 (year).

Alexander B Walker
Signature of authorized agent of contracting business entity
(Declarant)

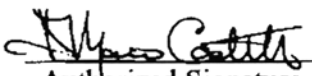
REQUEST FOR PROPOSAL AND/OR BELOW, PROPOSER AGREES TO THE ABOVE WAIVER(S).

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred in connection with this Proposal, Proposer or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Proposal) 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 the Proposer will settle, the physical and mailing addresses of Proposer at the time and date the claim was presented and the physical and mailing addresses of Proposer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Proposer 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 Proposer that Proposer's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

By signing below, 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.

GOVERNMENTAL IMMUNITY: THE CITY IS NOT WAIVING ITS RIGHT OF GOVERNMENTAL 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 GOVERNMENTAL IMMUNITY.

The Aegis Group		202-744-8199
Proposer	Authorized Signature	Telephone
2472 Belmont Rd NW, Washington, DC, 20008	A. Mario Castillo	N/A
Address, City and State	Please Print above Name	Fax

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

☑ Proof of Automobile, Worker's Compensation and General Liability insurance coverage as required by the terms of the contract. **Upon award and prior to execution of the contract, Proposer shall cause the City to be added as an additional insured to the above insurance policies. Additionally, the**

The Aegis Group, Ltd.

July 19, 2021

Please see the following email below from our Insurance Provider stating The Aegis Group's ability to be insured upon award of the contract. Confirmation was received from the City's Purchasing Manager that this letter would satisfy the insurance requirement described in the RFP (please see signed addendum #1 for details).

Aegis is prepared, upon request from City representatives, to furnish any additional information or items to satisfy the City's insurance requirements.

A. Mario Castillo
Senior Managing Director
mariocas@aegisdc.com
202-744-8199

The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, DC 20008

CRC Group

32 Old Slip, Floor 4
New York, NY 10005
Phone: 212-791-9745

Kimberly Schuerlein
Amaden Gay Agencies, Inc.
P.O.Box 5004
East Hampton, NY 11937

Jun 25, 2021

Re: A. Mario Castillo, Ref# 9166738-C
Proposed Effective 7/31/2021 to 7/31/2022

Dear Kimberly:

We are pleased to confirm the attached quotation for E&O/GL being offered with **United States Liability Insurance Company.** This carrier is **Admitted** in the state of **DC.** Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium:	**$1,607.00**
Broker Fee	$150.00
Grand Total:	**$1,757.00**

Commission: 15%

Broker Fees & Policy Fees are Fully Earned at Binding

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.
If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing afcodirect@afco.com; or call toll-free **877-317-6437**, option 1. Additional information is available at https://www.afco.com/partners/crc.html.

Sincerely,

Ping Zhang
212-618-0168
pzhang@crcgroup.com
9166738

AGREEMENT

THIS AGREEMENT is made and effective the ___day of _____ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, The Aegis Group ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform _____ services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

A. COMPANY shall provide those services described in **Exhibit A**.

B. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other companies in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $_____ for the services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, 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** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. 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 immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from [INSERT BEGINNING DATE] until [INSERT END DATE], unless the project is completed sooner or the Agreement is terminated as provided below.

The contract shall be for a term of one (1) year with the option for two (2), one (1) year extensions with the initial term beginning upon formal approval under the same terms and conditions upon written agreement from both parties.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least sixty (60) 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

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 Agreement 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 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 OR ATTORNEY'S 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'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 AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY 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 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 ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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. 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 Agreement or the

performance of this contract shall be in Midland County, Texas.

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

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

If to COMPANY:

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 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 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 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code 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 constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (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 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY 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 exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the parties' execution.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF ~~MIDLAND, TEXAS~~ WASHINGTON, D.C.

_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: The Aegis Group

Name: A. Mario Castillo

Title: Senior Managing Director

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this 16th day of July, 2021 personally appeared, A Mario Castillo an officer of The Aegis Group, 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 16th day of July 2021 2021.

Notary Public, State of WASHINGTON, DC



Client#: 25026 AMARIOCA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heather Wojtusiak
Amaden Gay Agencies, Inc. 11 Gay Road P. O. Box 5004 East Hampton, NY 11937	PHONE (A/C, No, Ext): 631 324-0041 FAX (A/C, No): 6313240671 E-MAIL ADDRESS: hwojtusiak@amadengay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED STATES LIABILITY INSURANCE CO.	
INSURER B : Chubb Indemnity Insurance Company	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A. Mario Castillo
The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, DC 20008

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	PPP1555454	11/19/2021	11/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	X	X	PPP1555454	11/19/2021	11/19/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	718000051	11/29/2021	11/29/2022	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $1,000,000
A	Errors & Omission	X	X	PPP1555454	11/19/2021	11/19/2022	$1,000,000/$1,000,000	

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

City of Midland is included as additional insured. Waiver of subrogation in favor of City of Midland. The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Workers Compensation. The Contractor and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance. Notice of Cancellation will be sent "Per State Requirements"

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
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

PACKET 15.96 May 10, 2022

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HEW

City Council Meeting

Item Number: 16

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Jose Ortiz, Director

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE LONGVIEW AVENUE AT BELMONT STREET ROUNDABOUT PROJECT (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF LONGVIEW AVENUE AND BELMONT STREET; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF $28,600.00 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT (DISTRICT 2) (ENGINEERING SERVICES)**

Purpose:

Resolution authorizing the execution of an Advance Funding Agreement with the State of Texas, acting by and through the Texas Department of Transportation ("TxDOT"), For the Longview Avenue at Belmont Street Roundabout Project (the "project"); said project to provide for the construction of a Roundabout at Longview Avenue and Belmont Street and authorizing payment to TxDOT therefor in an estimated amount of $28,600 plus 100% of overruns

Recommended City Council Action:

Approve

Fiscal Impact:

General Fund Unappropriated Fund Balance account (35650)

Discussion:

The City of Midland has experienced a higher number of crashes at the Longview Avenue and Belmont Street intersection due to the high number of vehicles maneuvering in and out of the adjacent commercial developments such as Walmart. The number of crashes made the intersection eligible for Highway Safety Improvement Project (HSIP) funds. The HSIP program provides federal funding for roadway improvements at high crash locations. For the intersection of Longview Avenue and Belmont Street a mini roundabout will be constructed to prevent semi-trucks from using the residential portion of Longview Avenue. The mini roundabout will additionally reduce crashes by slowing vehicles down to maneuver around the roundabout.

The Texas Transportation Commission passed Minute Order Number 116073 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as constructing an off-system roundabout at the intersection of Longview Avenue and Belmont Street in the City of Midland, Texas. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project).

Staff recommends approval of this item.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE LONGVIEW AVENUE AT BELMONT STREET ROUNDABOUT PROJECT (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF LONGVIEW AVENUE AND BELMONT STREET; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF $28,600.00 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT

WHEREAS, via Minute Order 116073, the Texas Transportation Commission authorized the State of Texas (the "State") to undertake and complete a highway improvement or other transportation project generally described as the construction of an off-system roundabout at the intersection of Longview Avenue and Belmont Street in the City of Midland, Texas (the "Project"); and

WHEREAS, the total cost of the Project is estimated to be $406,350.00; and

WHEREAS, the City's share of the cost of the Project, other than engineering costs, is estimated to be $28,600.00; and

WHEREAS, the City is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council, as the governing body of the City, desires to affirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (an "AFA") with the State, acting by and through the Texas Department of Transportation ("TxDOT"), for the Project, appropriate funds, and authorize payment therefor;

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, an AFA with the State, acting by and through TxDOT, for the Project, said AFA to be in a form substantially similar to the draft attached hereto and incorporated herein as Exhibit "A".

SECTION TWO. That the sum of $28,600.00, and any additional funds necessary to make payment to TxDOT pursuant to the terms of the AFA, shall be appropriated from the General Fund Unappropriated Fund Balance to a project account for said Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to TxDOT pursuant to the terms of said AFA from funds appropriated herein.

SECTION FOUR. That the City Secretary is hereby authorized and directed to certify a copy of this resolution to the Texas Department of Transportation.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Jr., Deputy City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

TxDOT:					Federal Highway Administration:	
CSJ #	0906-32-059				CFDA No.	20.205
District #	06	AFA ID	Z00002712		CFDA Title	Highway Planning and Construction
Code Chart 64 #	28100					
Project Name	2020HSIP_Call_LongviewAtBelmont				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Project
To Construct A Roundabout
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Midland**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814 and 116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as constructing an off-system roundabout at the intersection of Longview Ave. and Belmont St. in the City of Midland, Texas. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**State**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of preliminary engineering (schematic and environmental), plans, specifications and estimates (PS&E) and construction of an off-system roundabout at the intersection of Longview Ave. and Belmont St. in the City of Midland, Texas as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State

in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a

minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses

incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Midland ATTN: City Manager PO Box 1152 Midland, TX 79702	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. 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 provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. 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).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. 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.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits 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 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.

K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-

discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

B. If any funds other than federal appropriated funds have been paid or will be paid 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CSJ #	0906-32-059				CFDA No.	20.205
District #	06	AFA ID	Z00002712		CFDA Title	Highway Planning and Construction
Code Chart 64 #	28100					
Project Name	2020HSIP_Call_LongviewAtBelmont				*AFA Not Used For Research & Development*	

32. Signatory Warranty

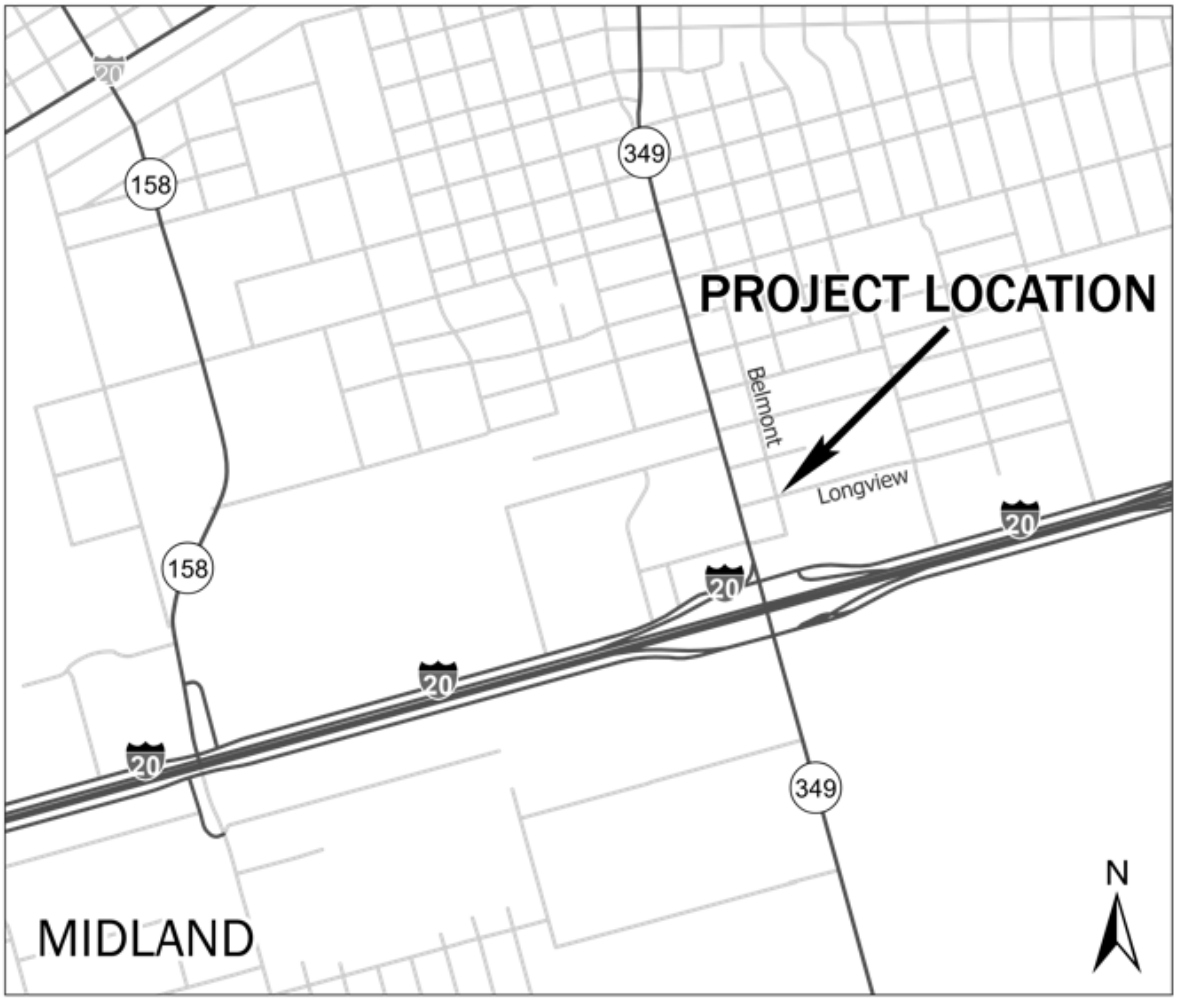
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Robert Patrick Typed or Printed Name
Director of Contract Services Typed or Printed Title	City Manager Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CSJ #	0906-32-059				CFDA No.	20.205
District #	06	AFA ID	Z00002712		CFDA Title	Highway Planning and Construction
Code Chart 64 #	28100					
Project Name	2020HSIP_Call_LongviewAtBelmont				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CSJ #	0906-32-059				CFDA No.	20.205
District #	06	AFA ID	Z00002712		CFDA Title	Highway Planning and Construction
Code Chart 64 #	28100					
Project Name	2020HSIP_Call_LongviewAtBelmont				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Construction Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$200,000	0%	$0	0%	$0	100%	$200,000
Construction (by State)	$169,657	100%	$169,657	0%	$0	0%	$0
Subtotal	$369,657		$169,657		$0		$200,000
Environmental Direct State Costs	$1,500	0%	$0	0%	$0	100%	$1,500
Right of Way Direct State Costs	$1,500	0%	$0	0%	$0	100%	$1,500
Engineering Direct State Costs	$6,100	0%	$0	0%	$0	100%	$6,100
Utility Direct State Costs	$1,500	0%	$0	0%	$0	100%	$1,500
Construction Direct State Costs	$18,000	0%	$0	0%	$0	100%	$18,000
Indirect State Costs	$8,093	0%	$0	0%	$8,093	0%	$0
Subtotal	$36,693		$0		$8,093		$28,600
TOTAL	$406,350		$169,657		$8,093		$228,600

Payment by the Local Government to the State before construction: $28,600
Estimated total payment by the Local Government to the State $28,600

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CSJ #	0906-32-059				CFDA No.	20.205
District #	06	AFA ID	Z00002712		CFDA Title	Highway Planning and Construction
Code Chart 64 #	28100					
Project Name	2020HSIP_Call_LongviewAtBelmont				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

SEE SHEET 2 FOR INDEX OF SHEETS

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6	0906-32-059		1
STATE	STATE DIST.	COUNTY	
TEXAS	ODA	MIDLAND	
CONT.	SECT.	JOB	HIGHWAY NO.
0906	32	059	CS

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
ROADWAY IMPROVEMENTS

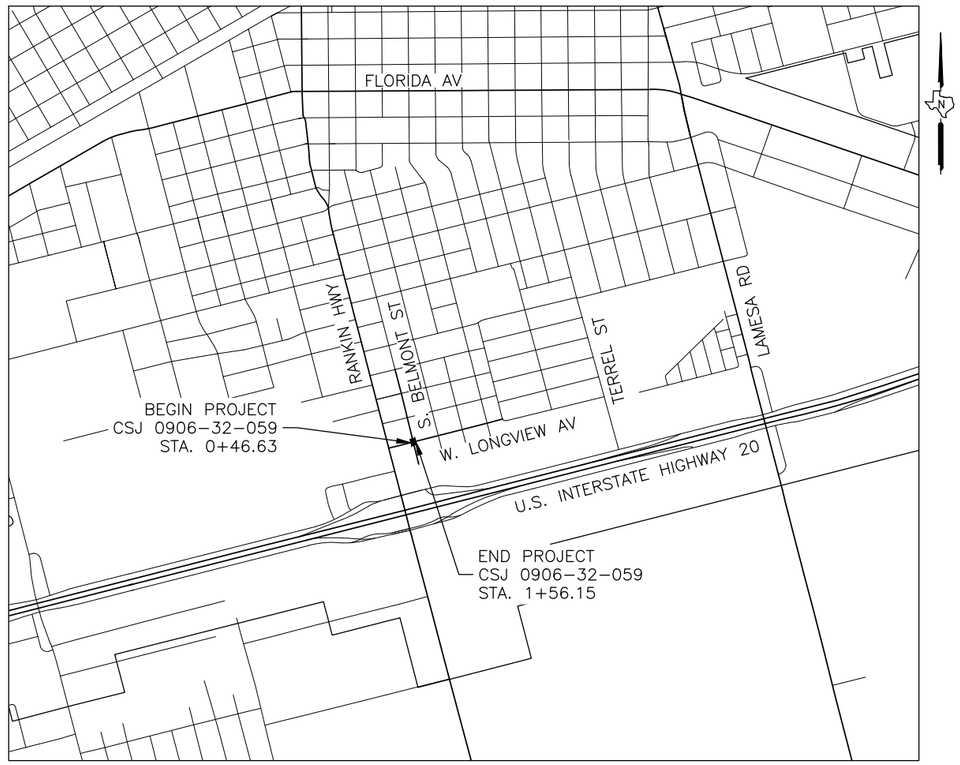
FEDERAL AID PROJECT No. ??? ???

MIDLAND COUNTY
LONGVIEW AVE.

NET LENGTH OF PROJECT: 109.52 FT = 0.021 MI

LIMITS: AT S. BELMONT ST.

FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS PROJECTS
CONSISTING OF: RE-DESIGN OF EXISTING INTERSECTION
INTO A ROUNDABOUT.



EXCEPTIONS: NONE
EQUATIONS: NONE
RR CROSSINGS: NONE

SCALE: 1" = 2000'

DESIGN SPEED = 20 MPH

S. BELMONT ST. ADT = 242
W. LONGVIEW AVE. ADT = 242

FINAL PLANS

CONTRACTOR:

LETTING DATE:

DATE CONTRACTOR BEGAN WORK:

DATE WORK WAS COMPLETED:

DATE WORK WAS ACCEPTED:

FINAL CONTRACT COST: $

TEXAS DEPARTMENT OF TRANSPORTATION

CONCURRENCE: _____ 20__

_____
MAYOR, CITY OF MIDLAND

SUBMITTED
FOR LETTING: _____ 20__

_____, P.E.
AREA ENGINEER

RECOMMENDED
FOR LETTING: _____ 20__

_____, P.E.
DIRECTOR OF TRANSPORTATION
PLANNING AND DEVELOPMENT

APPROVED
FOR LETTING: _____ 20__

_____, P.E.
DISTRICT ENGINEER

COUNTY MIDLAND PROJ. NO. STP 2017 (228) HES
HWY. NO. LETTING DATE
DATE ACCEPTED

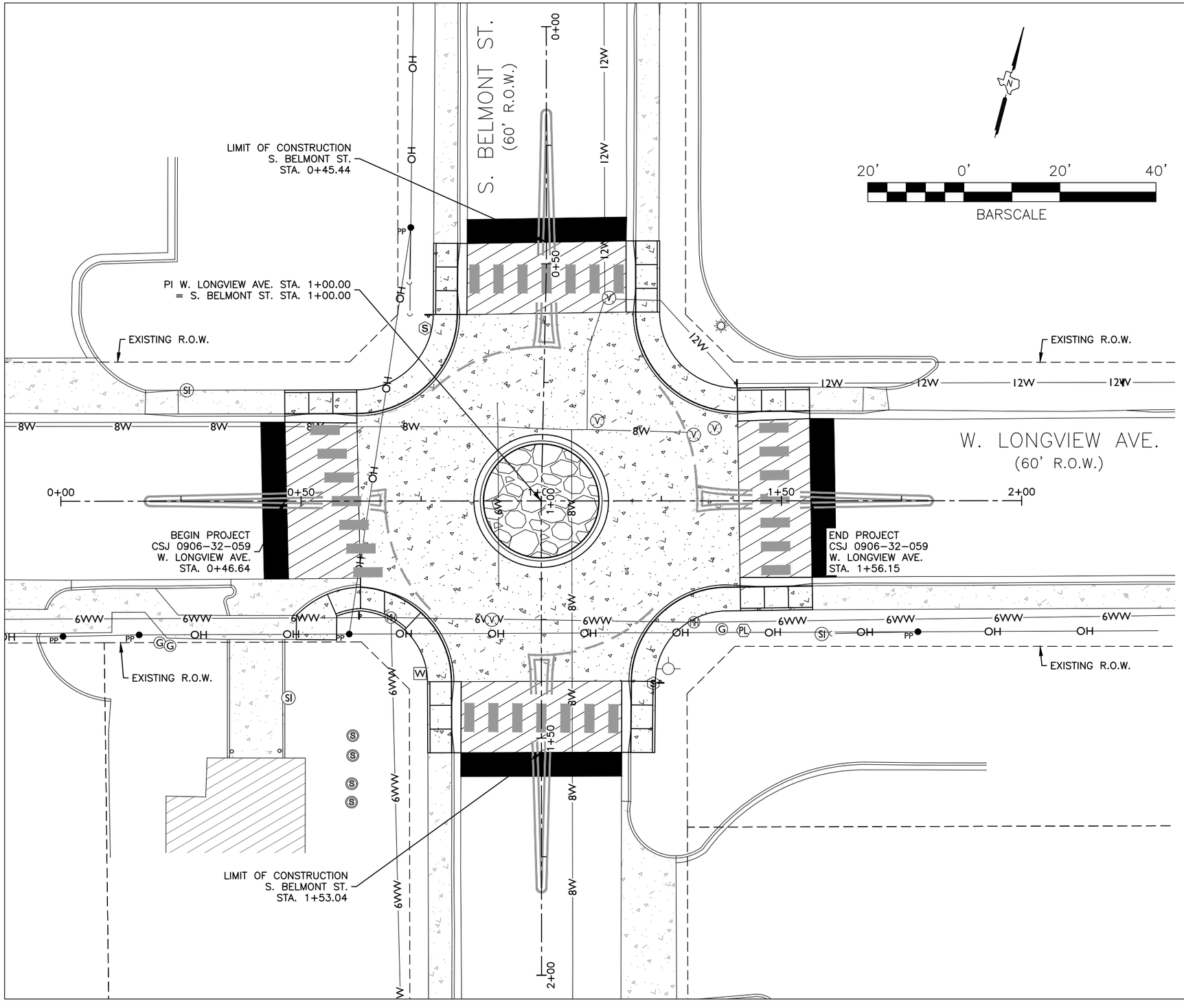
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY, 2012).

FED08

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ver. 2013.04.06

PLAN ver. 2013.04.05
x: \engdata\filename.dgn



LEGEND

◎	DENOTES FOUND 1/2" IRON ROD
Ⓥ	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING FIRE HYDRANT
Ⓦ	DENOTES EXISTING WATER METER
Ⓜ	DENOTES EXISTING MANHOLE
Ⓢ	DENOTES EXISTING SEPTIC LID
PP●	DENOTES EXISTING POWER POLE
⌒	DENOTES EXISTING GUY ANCHOR
Ⓖ	DENOTES EXISTING GAS RISER
Ⓟ	DENOTES EXISTING ATMOS GAS MARKER
Ⓢ	DENOTES EXISTING SIGN
Ⓢ	DENOTES EXISTING STOP SIGN
OH	DENOTES EXISTING OVERHEAD ELEC. LN
6W	DENOTES EXISTING 6" WATER MAIN
8W	DENOTES EXISTING 8" WATER MAIN
12W	DENOTES EXISTING 12" WATER MAIN
6WW	DENOTES EXISTING 6" WASTEWATER
	DENOTES FASTEST TRAVEL PATH

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 02/24/2022, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

PROJECT LAYOUT

2022
Texas Department of Transportation

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			3
STATE	STATE DIST.	COUNTY	
TEXAS	ODA	MIDLAND	
CONT.	SECT.	JOB	HIGHWAY NO.
0906	32	059	CS

City Council Meeting

Item Number: 17

Meeting Date: May 10, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (22-329-018) with Environmental Disposal Systems, LLC, regarding City-owned property described as Section 9, Block 37, T-3-S, and Sections 19 and 30, Block 36, T-3-S T&P RR Co. Survey, Midland and Glasscock County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This is a three-year ROW for six, 12" lay-flat above-ground water lines and a 1,800 square foot booster pump area. This will allow Environmental Disposal Systems to move fresh and produced water in support of parent company, Endeavor Energy's current mineral development operations under the current SUA. This right of way will not have any buried pipelines and is 3-year temporary surface use only.

This Right-of-Way License is proposed for a three (3) year period with the option for a single one (1) year renewal. 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

Annual Lease Rate,

Annual Lease Rate / surface use per UT Schedule is $0.12 per square foot (10,946.09 ft. *30' is 328,382.70 sq. ft.): $39,405.92 per year – first 3 years paid in advance: $118,217.77

Surface Damages: included in new annual rate

Total Collected: $119,217.77

Discussion:

This Right of Way is for temporary surface use only for above ground 12” lay flat pipelines to move fresh and produced water. There will be a 20’ additional temporary workspace. As noted, all oilfield facilities will not interfere with existing COM water operations. Water is in support of Endeavor's ongoing production under the existing Surface Use Agreement.

Certificates of Insurance are on file

City Secretary to record all documents

Morris Williams Jr.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	May 11, 2022
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 Midland, Texas 79702
Licensee:	Environmental Disposal Systems, LLC.
Licensee's Representative:	**Robert Booth**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.
License Number:	22-329-018

Licensee desires use of property owned by Licensor in Midland County, Texas and Glasscock County, Texas (the "Property"), 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.

WITNESSETH:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of three (3) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of one (1) year, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. 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 cancel the License during the term of the 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 the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon 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 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 and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The license fee in the amount of ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED SEVENTEEN and 77/100 Dollars ($118,217.77) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

In the event Licensor terminates this License pursuant to the provisions of Section I.C., 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 Section 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. Surface Damage Fee. Intentionally omitted.

C. Application Fee. At the same time the License Fee is due, 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 the License.

D. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall

negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the Initial Term.

E. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon certain property of Licensor, being fifty (50) feet in width of the location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described location, six (6) lay flat lines, not to exceed twelve (12) inches in diameter, for the transportation of fresh and produced water and to have the right of ingress and egress at convenient points for such purpose. Said construction width shall revert to twenty (20) feet after construction is completed. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the lay flat lines 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 lay flat lines 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 any of Licensor's roads that Licensee damages 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 and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. 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, the specifications shall be approved by Licensor's Representative.

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 (except to the extent of Licensor's gross negligence or willful misconduct) 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 LAY FLAT LINES, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF 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 above ground 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 to 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 revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any of the lay flat lines 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 approval. 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 work day after repairs have begun.

J. Gates and Fences. 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 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 above the land covered by this License for any purpose allowed by law and deemed necessary 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 said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate Licensee's lay flat lines, 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's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this 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 by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of 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. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, 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 LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S LAY FLAT LINES IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE LAY FLAT LINES AND DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, 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 LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND

OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S LAY FLAT LINES IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER 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 OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. 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 and services 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 services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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.

E. Waiver of Attorney Fees. 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 REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, 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 REASONABLE 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 payment 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, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

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. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. 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. 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 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 agree that this License does not constitute a License or 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 greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties 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 the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, 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. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest 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.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Morris Williams Jr., Deputy City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC

By: Robert Booth

Printed Name: Robert Booth

Title: VP - Energy Services

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

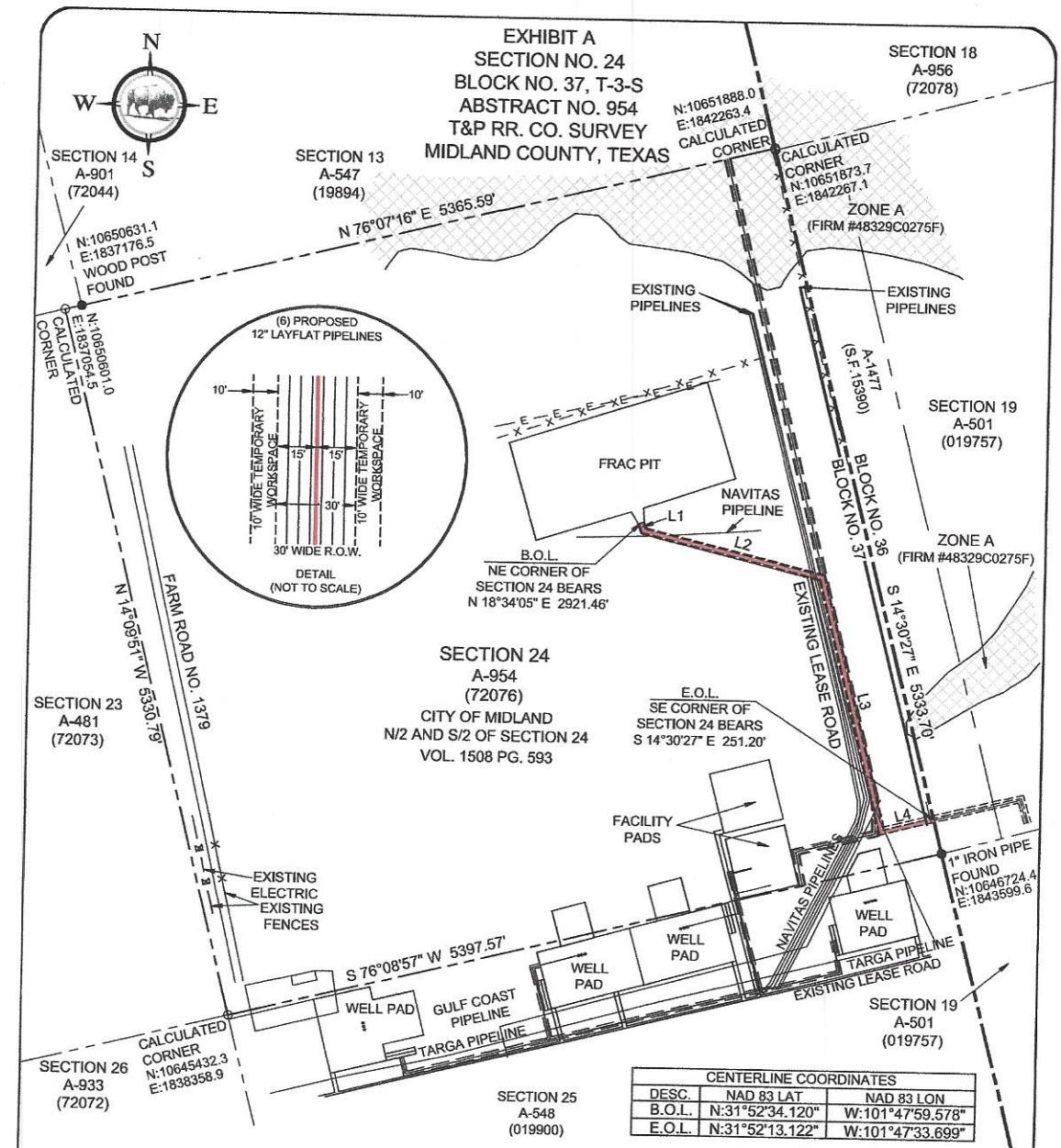
BEFORE ME, the undersigned authority, on this 25th day of April, 2022 personally appeared Robert Booth an officer of Environmental Disposal Systems, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as 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 25th day of April, 2022.

Laura D Swopes

Notary Public, State of TEXAS

NOTARY PUBLIC STATE OF TEXAS
Laura D Swopes
My Commission Expires
11/13/2024
ID No 129201512



CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°52'34.120"	W:101°47'59.578"
E.O.L.	N:31°52'13.122"	W:101°47'33.699"

LINE	BEARING	DISTANCE
L1	S 17°49'18" E	61.19'
L2	S 76°28'42" E	1364.29'
L3	S 14°13'57" E	1927.74'
L4	N 76°09'02" E	395.86'

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 4th day of March 2022, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.
-Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

CENTERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
3749.08	227.22

LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
P.I. = POINT OF INTERSECTION
(CM) = CONTROLLING MONUMENT
-X- = WIRE FENCE
-E- = OVERHEAD ELECTRIC

SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

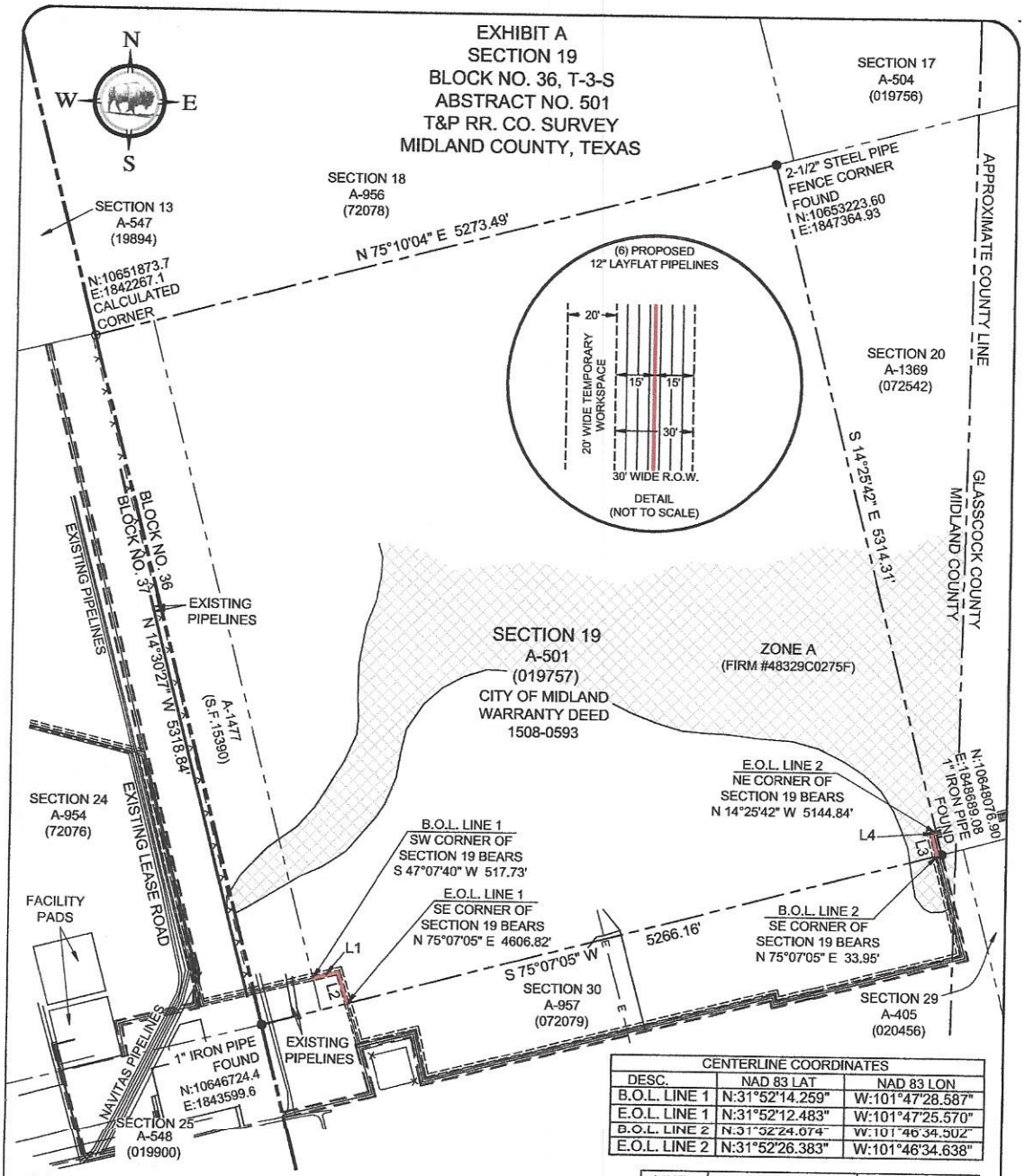
REVISION: 03/11/22 (NRD) TEMP ESMT.
FIELD DATE: 03/04/22
SCALE: 1"= 1000' | DATE: 03/09/22
DRWN: NRD | APPVD: JPK | CREW: ZL
PROJ. NO. 16-0000-[illegible]-TEMPFRACROW 20-8

ENVIRONMENTAL DISPOSAL SYSTEMS, LLC.

PROPOSED 30' ROW
(6-12" TEMPORARY LAYFLAT PIPELINES)
LOCATED IN
SECTION 24, BLOCK 37, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM
COPYRIGHT 2022
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 29740 STATE HIGHWAY 64, CANTON, TEXAS 75103 PHONE: (903) 873 - 3600



CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L. LINE 1	N:31°52'14.259"	W:101°47'28.587"
E.O.L. LINE 1	N:31°52'12.483"	W:101°47'25.570"
B.O.L. LINE 2	N:31°52'24.074"	W:101°46'34.502"
E.O.L. LINE 2	N:31°52'26.383"	W:101°46'34.638"

LINE	BEARING	DISTANCE
L1	N 76°09'02" E	194.96'
L2	S 16°36'57" E	239.58'
L3	N 14°49'07" W	169.00'
L4	N 74°21'18" E	35.11'

CENTERLINE QUANTITIES		
LINE	FEET (GRID)	RODS (GRID)
LINE 1	434.54	26.34
LINE 2	204.11	12.37
TOTAL	638.65	38.71

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 4th day of March 2022, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

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Coordinates: NAD 83 Texas Central Zone.
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-Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
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STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
(CM) = CONTROLLING MONUMENT
-X- = WIRE FENCE
-E- = OVERHEAD ELECTRIC

SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

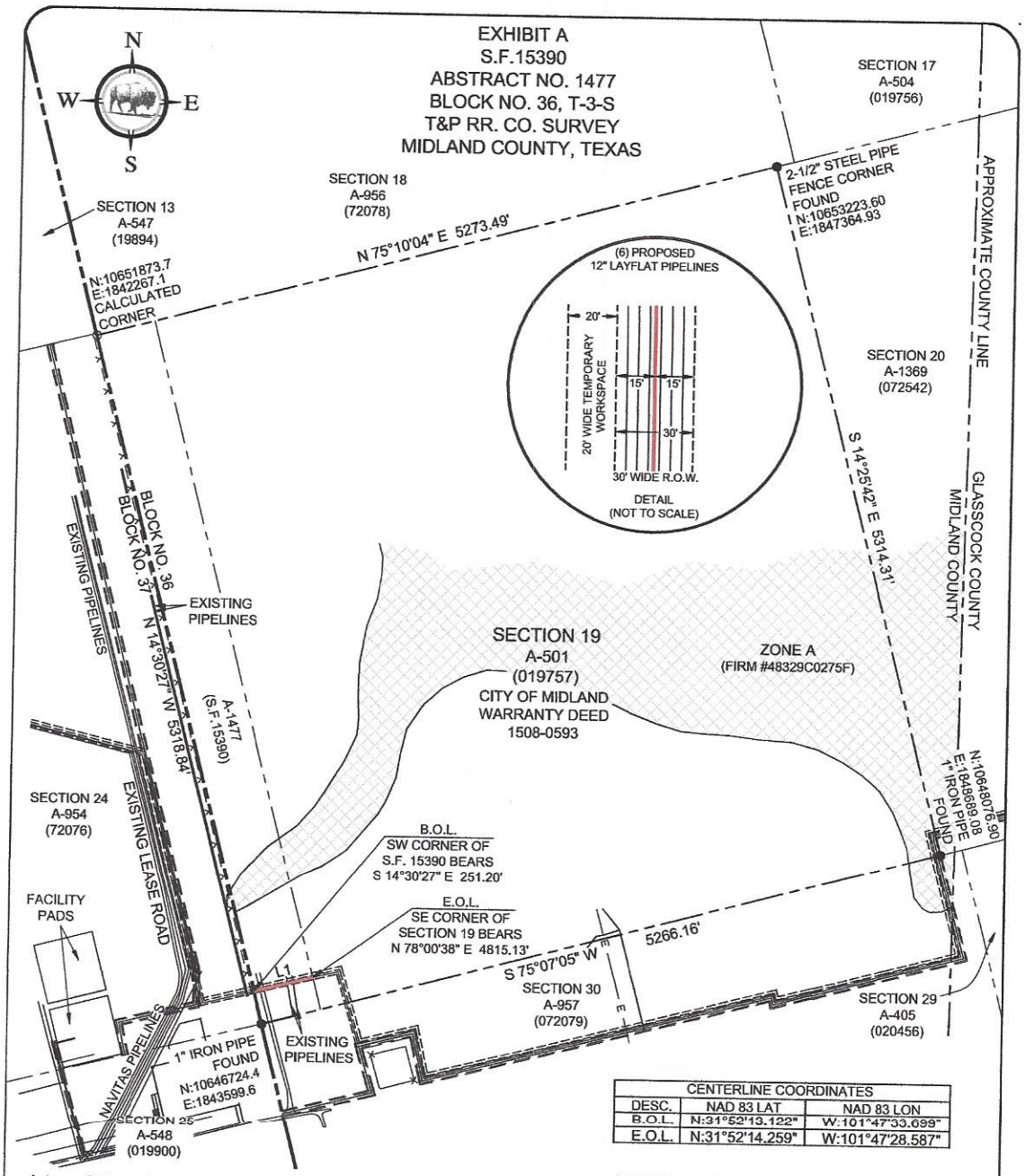
REVISION: 03/11/22 (NRD) SPLIT PLAT
FIELD DATE: 03/04/22
SCALE: 1"= 1000' | DATE: 03/09/22
DRWN: NRD | APPVD: JPK | CREW: ZL
PROJ. NO. 1[illegible]-SB-TEMPFRACROW 20-8

ENVIRONMENTAL DISPOSAL SYSTEMS, LLC.

PROPOSED 30' ROW
(6-12" TEMPORARY LAYFLAT PIPELINES)
LOCATED IN
SECTION 19, BLOCK 36, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK
LAND SERVICES, LLC
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FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 29740 STATE HIGHWAY 64, CANTON,TEXAS 75103 PHONE: (903) 873 - 3600



CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°52'13.122"	W:101°47'33.699"
E.O.L.	N:31°52'14.259"	W:101°47'28.587"

LINE	BEARING	DISTANCE
L1	N 76°09'02" E	455.60'

CENTERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
455.60	27.61

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 4th day of March 2022, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

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STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

LEGEND
B.O.L. = BEGINNING OF LINE
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-X- = WIRE FENCE
-E- = OVERHEAD ELECTRIC

SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

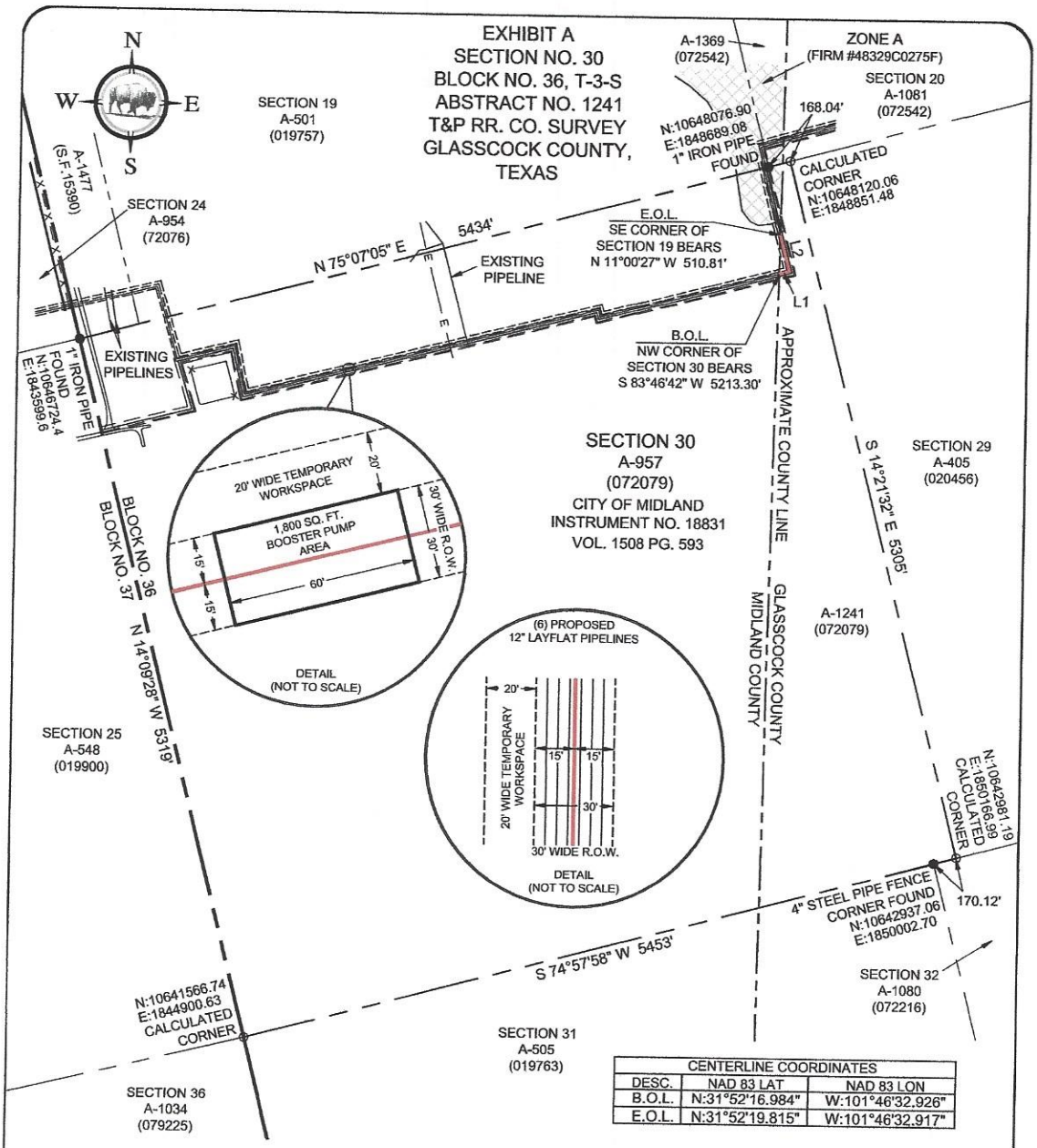
REVISION: 03/11/22 (NRD) SPLIT PLAT		
FIELD DATE: 03/04/22		
SCALE: 1"= 1000'	DATE: 03/09/22	
DRWN: NRD	APPVD: JPK	CREW: ZL
PROJ. NO.		

ENVIRONMENTAL DISPOSAL SYSTEMS, LLC.

PROPOSED 30' ROW
(6-12" TEMPORARY LAYFLAT PIPELINES)
LOCATED IN
S.F. 15390, BLOCK 36, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

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FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 29740 STATE HIGHWAY 64, CANTON,TEXAS 75103 PHONE: (903) 873 - 3600



CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°52'16.984"	W:101°46'32.926"
E.O.L.	N:31°52'19.815"	W:101°46'32.917"

LINE	BEARING	DISTANCE
L1	N 75°21'43" E	77.48'
L2	N 14°49'07" W	275.68'

CENTERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
353.16	21.40

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 4th day of March 2022, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

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STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

LEGEND
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-E- = OVERHEAD ELECTRIC

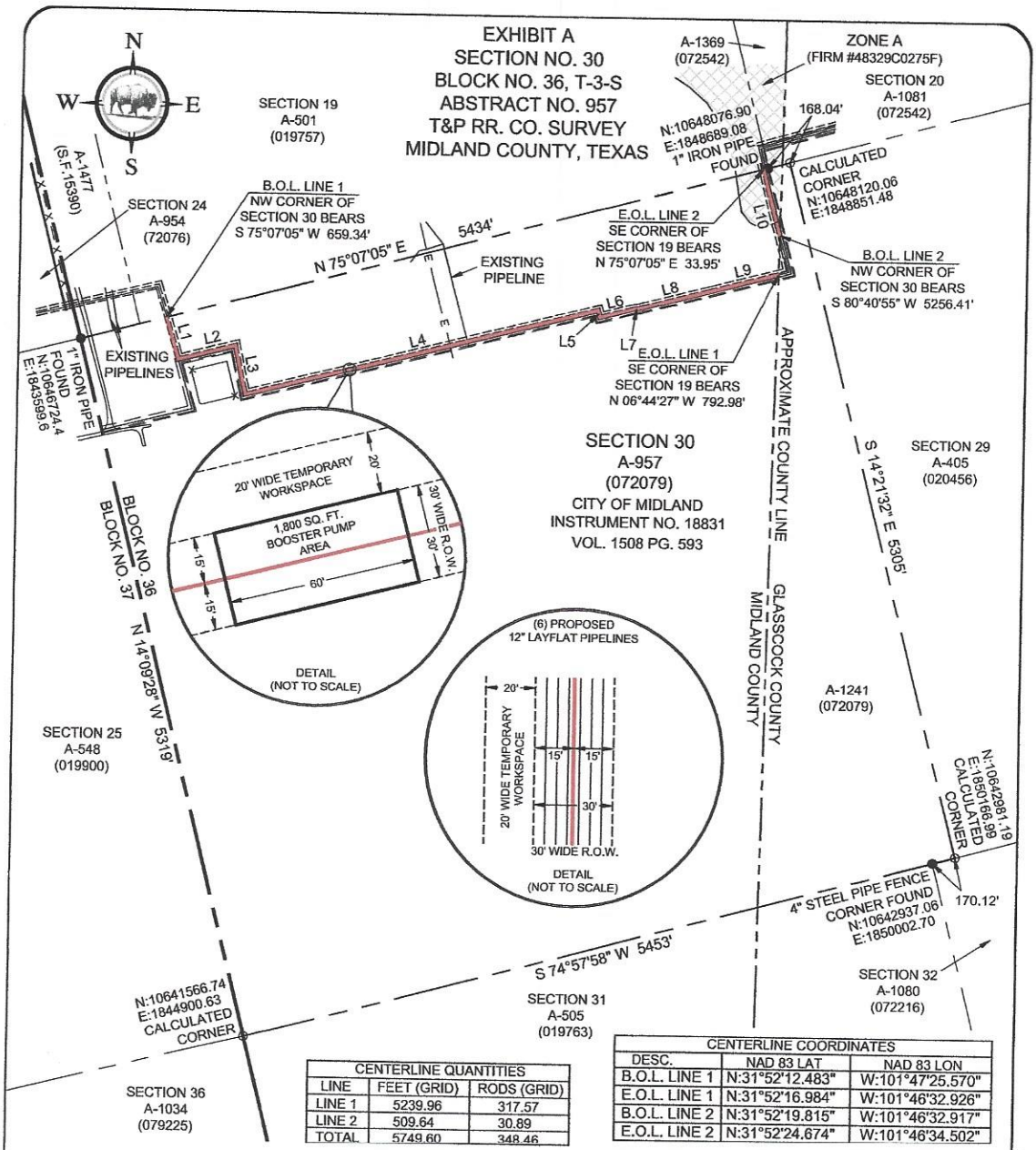
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GRAPHIC SCALE

REVISION: 03/11/22 (NRD) SPLIT PLAT
FIELD DATE: 03/04/22
SCALE: 1"= 1000' | DATE: 03/09/22
DRWN: NRD | APPVD: JPK | CREW: ZL
PROJ. NO. 16-02490-S30B36-GC-
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC.

PROPOSED 30' ROW
(6-12" TEMPORARY LAYFLAT PIPELINES)
LOCATED IN
SECTION 30, BLOCK 36, T-3-S
T&P RR. CO. SURVEY
GLASSCOCK COUNTY, TEXAS

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BISON CREEK LAND SERVICES, LLC 29740 STATE HIGHWAY 64, CANTON, TEXAS 75103 PHONE: (903) 873 - 3600



CENTERLINE QUANTITIES		
LINE	FEET (GRID)	RODS (GRID)
LINE 1	5239.96	317.57
LINE 2	509.64	30.89
TOTAL	5749.60	348.46

CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L. LINE 1	N:31°52'12.483"	W:101°47'25.570"
E.O.L. LINE 1	N:31°52'16.984"	W:101°46'32.926"
B.O.L. LINE 2	N:31°52'19.815"	W:101°46'32.917"
E.O.L. LINE 2	N:31°52'24.674"	W:101°46'34.502"

LINE	BEARING	DISTANCE
L1	S 16°36'57" E	319.77'
L2	N 75°58'04" E	435.18'
L3	S 12°28'02" E	365.75'
L4	N 75°44'41" E	2699.16'
L5	S 14°18'27" E	53.06'
L6	N 75°21'05" E	260.22'
L7	N 83°22'07" E	36.44'
L8	N 75°22'08" E	562.68'
L9	N 75°21'43" E	507.70'
L10	N 14°49'07" W	509.64'

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 4th day of March 2022, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

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STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

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LEGEND
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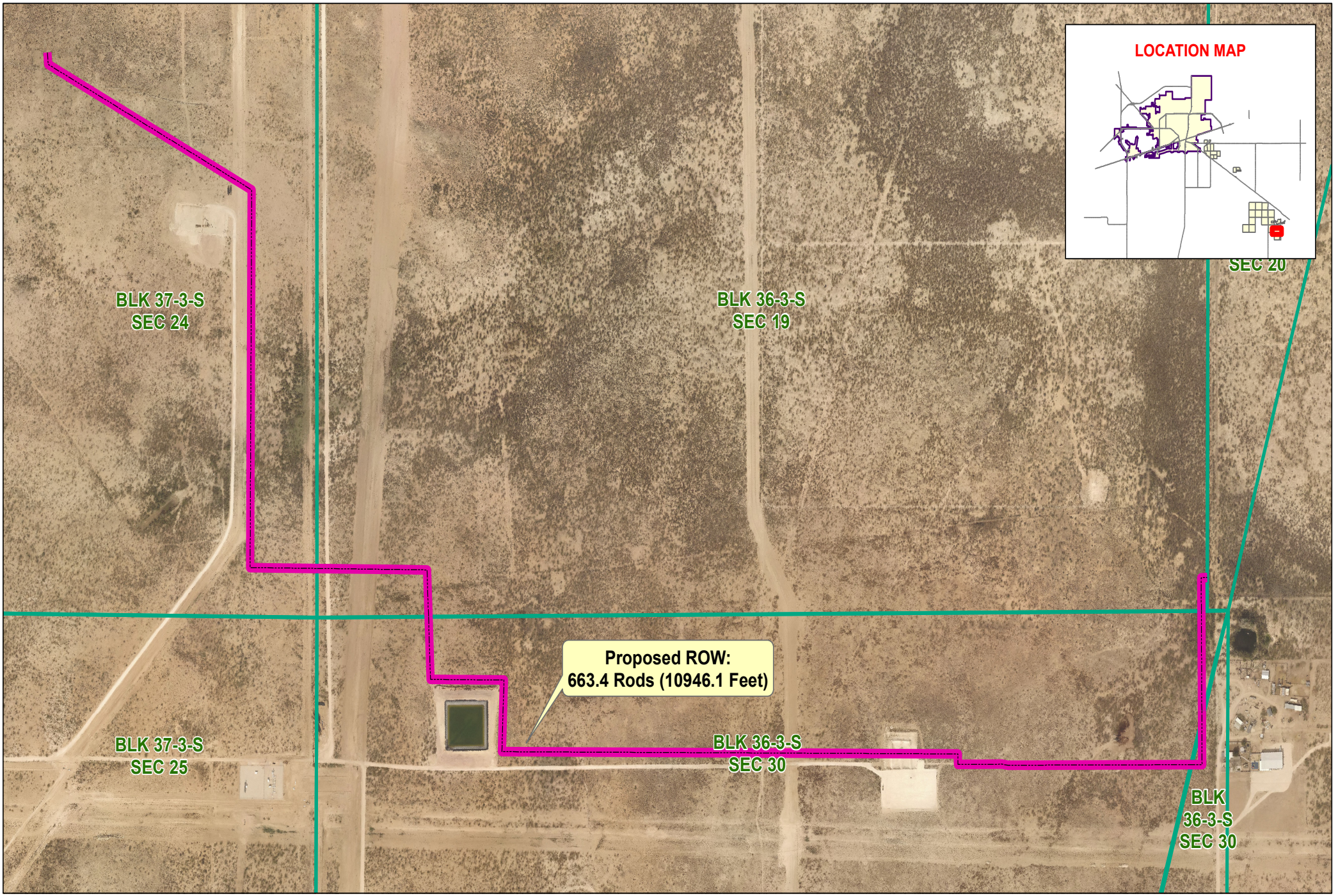
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GRAPHIC SCALE

REVISION: 03/11/22 (NRD) SPLIT PLAT
FIELD DATE: 03/04/22
SCALE: 1"= 1000' | DATE: 03/09/22
DRWN: NRD | APPVD: JPK | CREW: ZL
PROJ. NO. 16-02490-S30B36-MC-TEMPRACREW20-8

ENVIRONMENTAL DISPOSAL SYSTEMS, LLC.
PROPOSED 30' ROW
(6-12" TEMPORARY LAYFLAT PIPELINES)
LOCATED IN
SECTION 30, BLOCK 36, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

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BISON CREEK LAND SERVICES, LLC 29740 STATE HIGHWAY 64, CANTON,TEXAS 75103 PHONE: (903) 873 - 3600



Date: 3/18/2022

Proposed ROW
Survey Section

PACKET 17.21

Endeavor Proposed ROW in Spraberry

May 10, 2022

0 250 500 Feet

©THE CITY OF MIDLAND - 2022
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.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Operating Account 2020

Endeavor Energy Resources L.P.
110 N Marienfeld
Midland TX 79701
432-687-1575

Citibank, NA
Midland, TX

Check No	Check Date	Check Amount
0000215852	4/5/2022	********$1,000.00

PAY *One Thousand Dollars and Zero Cents*

TO THE ORDER OF
City Of Midland
P O Box 1152
Midland TX 79702

Void After 90 Days

⑈0000215852⑈ ⑆113193532⑆ 9793634⑉⑉⑈

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

Endeavor Energy Resources L.P.

110 N Marienfeld
Midland TX 79701
432-687-1575

Check Number: 0000215852

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
SL220331.02686C	3/31/2022	Application fee for ROW Lic #22-329-018: 6 Temporary Lay Flat Lines (LG)	$1,000.00	$0.00	$1,000.00

PACKET 17.22 May 10, 2022

02686	←Payee	Check Date: 4/5/2022	Check Amount →	1,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Operating Account 2020

Endeavor Energy Resources L.P.
110 N Marienfeld
Midland TX 79701
432-687-1575

Citibank, NA
Midland, TX

Check No	Check Date	Check Amount
0000215853	4/5/2022	******$118,217.77

PAY *One Hundred Eighteen Thousand Two Hundred Seventeen Dollars and Seventy-Seven Cents*

Void After 90 Days

TO THE ORDER OF
City Of Midland
P O Box 1152
Midland TX 79702

⑈0000215853⑈ ⑆113193532⑆ 9793634111⑈

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

Endeavor Energy Resources L.P.

110 N Marienfeld
Midland TX 79701
432-687-1575

Check Number: 0000215853

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
SL220331.02686D	3/31/2022	License fee for ROW Lic #22-329-018: 6 Temporary Lay Flat Lines (LG)	$118,217.77	$0.00	$118,217.77

02686	←Payee	Check Date: 4/5/2022	Check Amount →	118,217.77

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2021

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
McGriff Insurance Services, Inc.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The First Liberty Insurance Corporation	33588
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Starr Indemnity & Liability Company	38318
INSURER D : Westchester Fire Insurance Company	10030
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** DWRGLP65 **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** CLAIMS-MADE X OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EB6-641-443771-111	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS6-641-443771-101	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	2,000,000
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1000095483211	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-091	11/01/2021	11/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
D	Excess Liability $5m xs $5m			G27918748007	11/01/2021	11/01/2022	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 17 24

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
R Michael Broadlove, Jr
May 10, 2022

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/29/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: DWRGLP65

City Council Meeting

Item Number: 18

Meeting Date: April 26, 2022

To: City Council / City Manager

From: Justin Smith, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 THROUGH 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH WEBSTER STREET AND CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Midland Visions 2000, is requesting to rezone of Lots 4-7, Block 42, Section 3,4, and 5, Greenwood Addition, City and County of Midland, Texas, for the purposes of housing development.

Recommended City Council Action:

Approve

Current Zoning:

C, Commercial District

Fiscal Impact:

None.

Surrounding Zoning and Land Use:

The properties to the north are zoned MF-22, Multiple Family Dwelling District, and the location of single-family housing. The properties to the east are zoned C, Commercial District, and the location of an RV and mobile home park. The properties to the south are not in city limits, and the location of single-family housing and a vacant lot. The properties to the west are zoned PD, Planning Development District, and are currently vacant.

Analysis:

The applicant, Midland Visions 2000, is requesting to rezone the properties from C, Commercial District to TH, Townhouse Dwelling District, for the purposes of developing low-income housing. Townhouse dwellings are not allowed in the C, Commercial District and are intended to provide townhouse development at the density of three to twelve units per acre. These lots are required to have a minimum of 2,500 square feet, with a minimum width of 25 feet for an interior lot or 30 feet for a corner lot, and the depth of 100 feet. Therefore, this zone change request will bring this lot into conformance with the current zoning ordinance and allow for the redevelopment of the site.

Additionally, this property is in the process of platting. The applicant intends to parcel out the two western lots into six lots and change the frontage of the lots to Webster Street.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments

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:

The request does fit with the *Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision.* This designation calls for U-M NC, Urban-Medium Neighborhood Center. These areas are intended to be a mix of traditional neighborhood businesses including small scale commercial, office, civic, and residential. The commercial uses should be low impact and provide a variety of neighborhood services. These areas should have low to moderate building density and impervious coverage and promote pedestrian scale and relationships between businesses and residential areas while being accommodating to automobiles without automobile scale. Potential zones for U-M NC include Office District, Local Retail District, Single-Family Dwelling District, and Townhouse Dwelling District.

Therefore, staff recommends approval of this zone change from C, Commercial District to TH, Townhouse Dwelling District subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the TH, Townhouse Dwelling District.**

Letters of Objection:

Staff has not received any letters of objection as of April 18, 2022.

Attachments:

Application
Survey (Exhibit A)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 THROUGH 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH WEBSTER STREET AND CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 4 through 7, Block 42, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas (the "Property") to TH, Townhouse (Attached) 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 C, Commercial District to TH, Townhouse (Attached) 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., 2022; 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., 2022, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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: 2-22-0284

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Midland Visions 2000-Roland Espinoza		Phone (432)978-1622 Email roland@halahprop.com	
Address 1705 N. Big Spring St	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Eduardo L. Aleman		Phone (432)684-5548 Email ealeman@schumnnonline.net	
Address 800 N. Marienfeld, Suite 100	City Midland	State TX	Zip 79701

Street Address:

Legal Description
Lot: 4-7 Block: 42 Subdivision: Greenwood Addition

Current Zoning: C	**Proposed Zone:** TH *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To build TH after replatting the property

Present Use of Property: Vacant lots

Proposed Use of Property: Townhouse

How would this zone change affect the public health, safety and welfare? NA

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): Eduardo L. Aleman	Date: 1/27/2022
Applicant (printed): Eduardo L. Aleman - Schumann Engineering	
Property Owner (signature):	Date: 1/27/2022
Property Owner (printed) : Roland Espinoza	

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 Roland Espinoza, 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.

Eduardo L. Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 27th day of January, 2022, to certify which witness my hand and seal of office.

KEVIN STARNES
Notary Public, State of Texas
Comm. Expires 03-03-2024
Notary ID 128975224

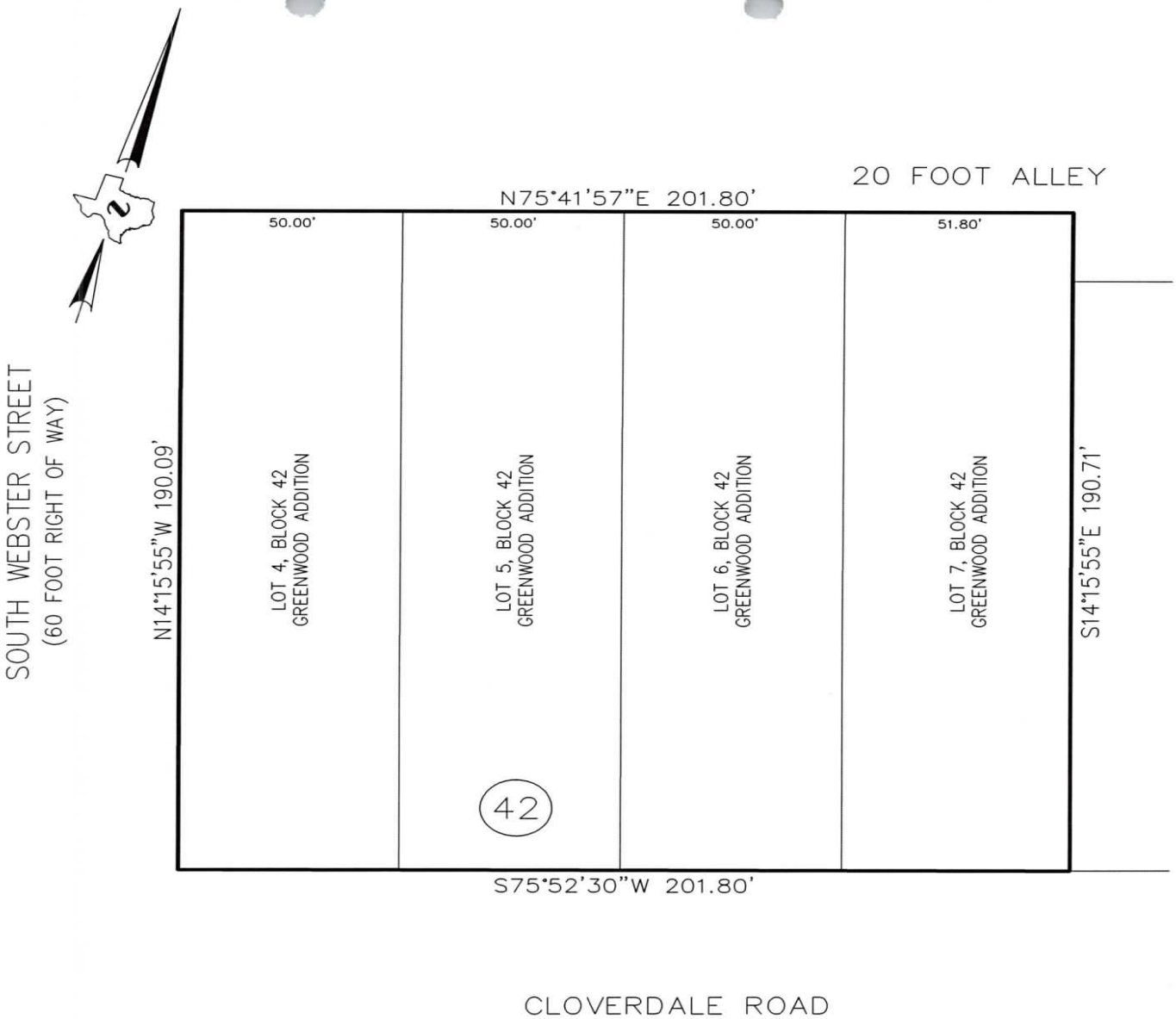
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1725	
Received By: Cole Stapleton	Date: 1-27-22

RECEIVED
JAN 27 2022
CF

****Application will not be considered for scheduling until reviewed by a planner.****



RECEIVED
JAN 27 2022
CE

ZONE CHANGE EXHIBIT

LOTS 4–7

BLOCK 42

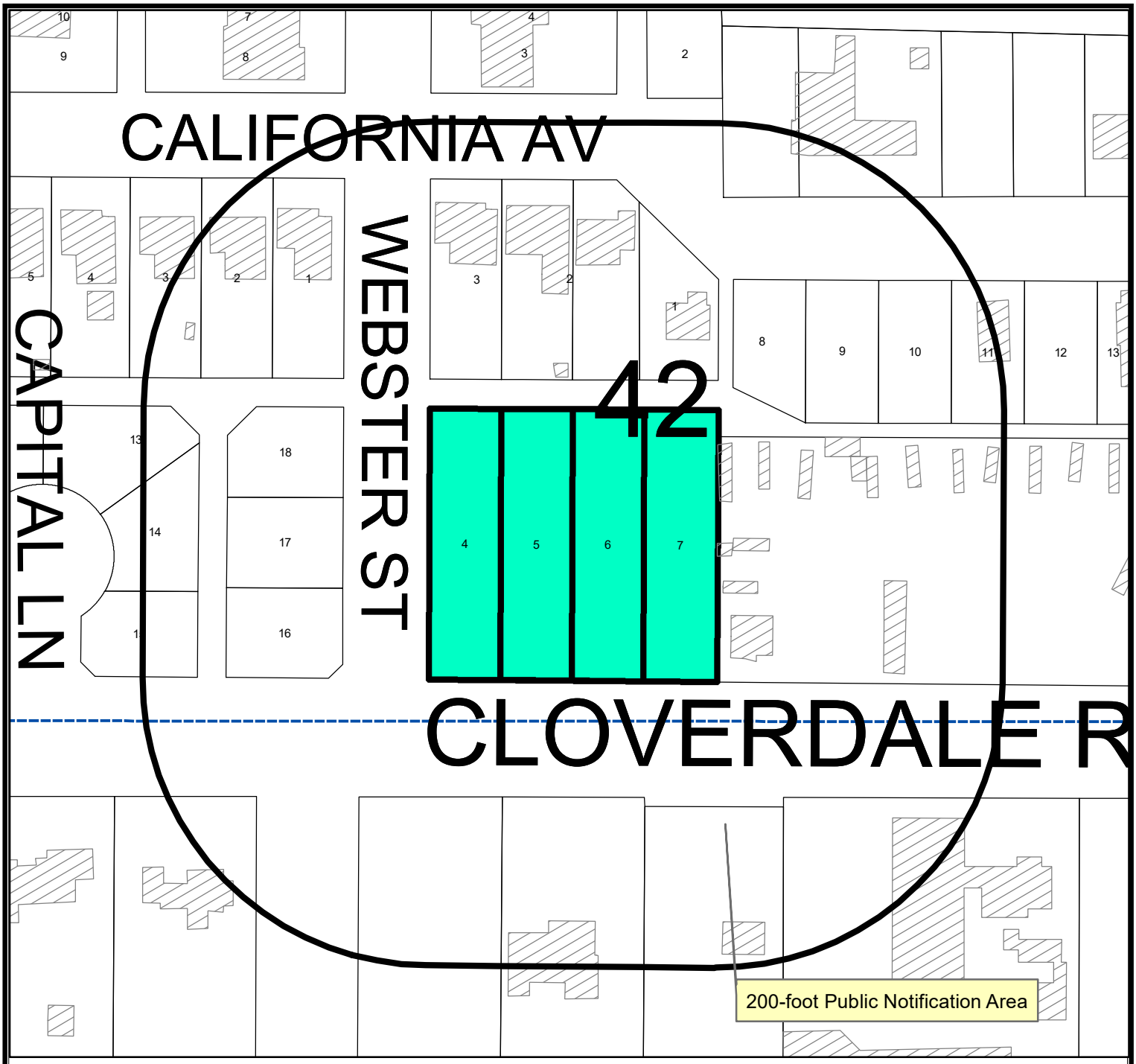
GREENWOOW ADDITION

AN ADDITION TO THE CITY OF MIDLAND,
AS PER PLAT OF RECORD IN
VOLUME 180, PAGE 187, PLAT RECORDS,

MIDLAND COUNTY, TEXAS

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS ENGINEERING – LAND SURVEYING
TEXAS FIRM No. F1880 – TEXAS FIRM No. 10149500
Office (432) 684-5548

PROJECT: 78227
JOB NO.: 78227



LOCATION MAP

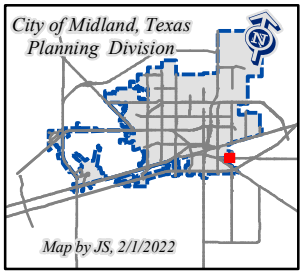
Z-22-0284 **Scale: 1" = 1200'**

Consider a request by Midland Visions 2000 for a zone change from C, Commercial District to TH, Townhouse Dwelling District on Lots 4 through 7, Block 42, Greenwood Addition, Sections 3, 4 and 5, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of S. Webster Street and Cloverdale Road. (Council District 2)

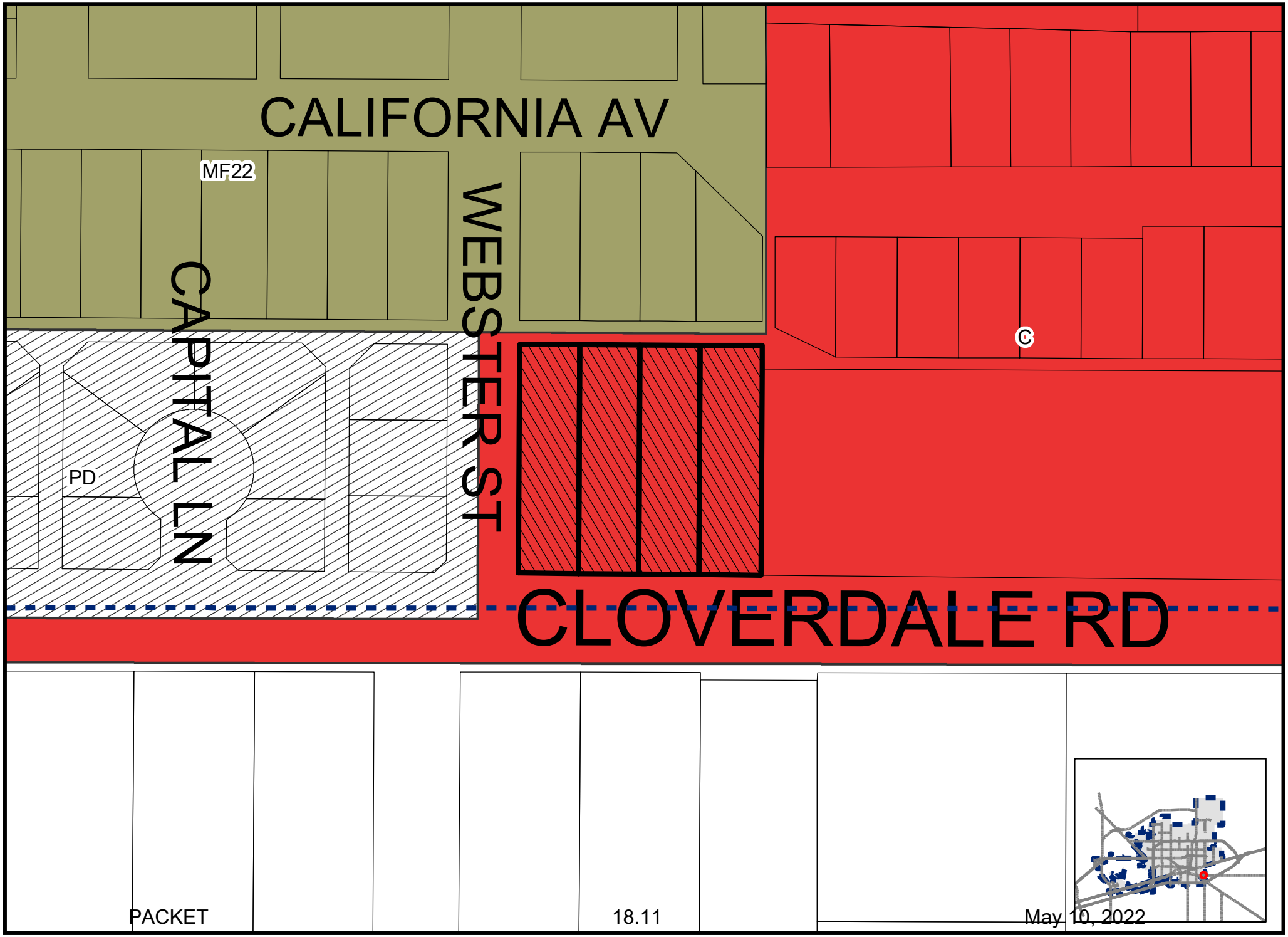
LEGEND

- 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.

May 10, 2022



Map By JS, 2/1/2022

Z-22-0284

Scale: 1" = 1200'

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.




2214
TEXAS
117-3266


STOP



City Council Meeting

Item Number: 19

Meeting Date: April 26, 2022

To: City Council / City Manager

From: Cole Furqueron,

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON WEST SIDE OF A STREET, APPROXIMATELY 75 FEET NORTH OF MISSOURI AVENUE), 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 3) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Joseph de Leon, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant for Buffalo Jo's, located at 106 S "A" 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.

Surrounding Zoning and Land Use:

The properties to the North, East, South, and West are zoned CB, Central Business District and are the locations of a dry cleaners, a healthcare equipment store, and auto parts store and a vacant building respectively.

Discussion:

The property is zoned CB, Central Business District, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

Buffalo Jo's is currently occupying the former location of Steak 42.
The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 3,000 square feet, with an alcohol serviceable area of 1,581 square feet. The site currently has adequate bathroom facilities. However, the site does not have adequate parking. The site currently has 10 parking spaces which is less than the required 17 spaces. The parking is calculated as one space for every 4 seats inside the restaurants. At one point there was angled parking on the front of the building along "A" Street, however, these spaces have been converted into a parklet for outside seating. This parklet was permitted in the past, but the permit has been expired since May 4, 2021.

The restaurant will have the following hours of operation:

Tuesday through Sunday: 11:00 a.m. to 12:00 a.m. (midnight)

The restaurant will have the following hours of alcohol service:

Tuesday through Sunday: 11:00 a.m. to 12:00 a.m. (midnight)

Per Midland City Code 5.4.4. –Prohibited place 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 churches or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 102 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Oil and Gas: (Approved)

No oil or gas issues.

Engineering: (Approved)

No objection.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Buffalo Jo's will create a fun and relaxing atmosphere where Midland Residents can enjoy drinks with their meal.

This request was recommended for approved at the April 4, 2022 Planning and Zoning Commission meeting

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through H.

Conditions:

A. **That the alcoholic serviceable area of the restaurant shall be limited to approximately 1,581 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:**

Tuesday through Sunday: 11:00 a.m. to 12:00 a.m. (midnight)

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 the use of the parklet is prohibited until the right-of-way license agreement has been approved.**

H. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of April 4, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
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 A 3,000-SQUARE FOOT PORTION OF THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON WEST SIDE OF A STREET, APPROXIMATELY 75 FEET NORTH OF MISSOURI AVENUE), 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 3,000-square foot portion of the North 65 feet of Lots 10, 11, and 12, Block 15, West End 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 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 1,581 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the operation of the Establishment on any portion of public right-of-way, including the use of a parklet on the portion of A Street right-of-way adjacent to the Establishment, is prohibited unless a right-of-way license or other document expressly allowing such use is approved by the City and effective.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. 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.

H. 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

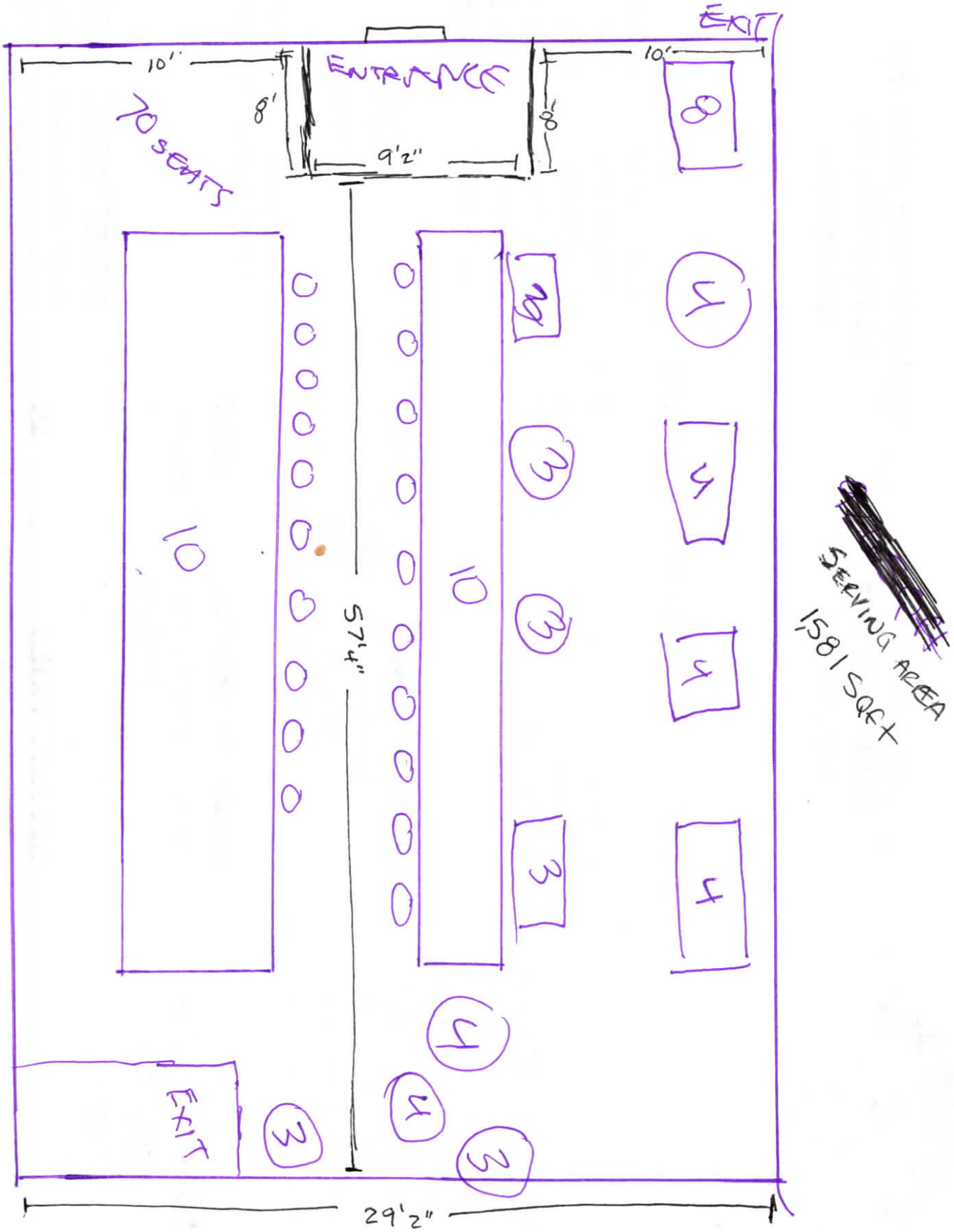
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


EXIT
10'
ENTRANCE
10'
8'
8'
9'2"
70 SEATS
8
10
10
4
4
3
3
4
4
3
4
4
3
SERVING AREA
1581 SQFT
57'4"
EXIT
3
29'2"

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-22-0128

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Joseph De Leon			Phone (432) 238-6622 Email buffalojos.mtx@gmail
Address 106 S. A Street	City Midland	State TX	Zip 79701

Property Owner Printed Name: Justine Blair Sosa			Phone (432) 528-8769 Email Fortytwo@fortytwomidland.com
Address 1206 STOREY AVE	City MIDLAND	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 106 S. A Street Midland, TX 79701

Business Name: Buffalo JO'S

Legal Description
Lot: 01 0 THRU 12 N. 65 Block: 015 Subdivision: WEST END SITUS: A ST 106 S.

Current Zoning: ~~COMMERCIAL~~ CB

Reason for Request: SALE of MB Alcohol & CONSUMPTION

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant

Proposed/Current Days and Hours of Operation: CURRENT TUE-SAT 11AM-10pm SUN 11A-6pm CLOSED MON. PROPOSED: TUE-SUN 11AM-12AM, CLOSED MON.

Proposed Days and Hours of Alcohol Service: _____

Total Square Footage of Business: 3000 sq ft

Square Footage of Alcohol Serviceable Area: 926 sq ft

Restroom Fixtures:	*Men*	**Toilets/Urinals:** ONE/ ONE	**Bathroom Sinks:** 1 ONE
	Women	**Toilets:** ONE	**Bathroom Sinks:** 1 ONE

RECEIVED
MAR 02 2022

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: 2.25.22
Applicant (printed): JOSEPH DELEON	
Property Owner (signature):	Date: 2.25.22
Property Owner (printed): JUSTINE BLAIR SOSA	

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

Before me, the undersigned authority, on this day personally appeared JOSEPH A. DELEON who, being by me duly sworn, upon oath says: That (s)he is authorized by JUSTINE BLAIR SOSA 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 25th day of Feb, 2022, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

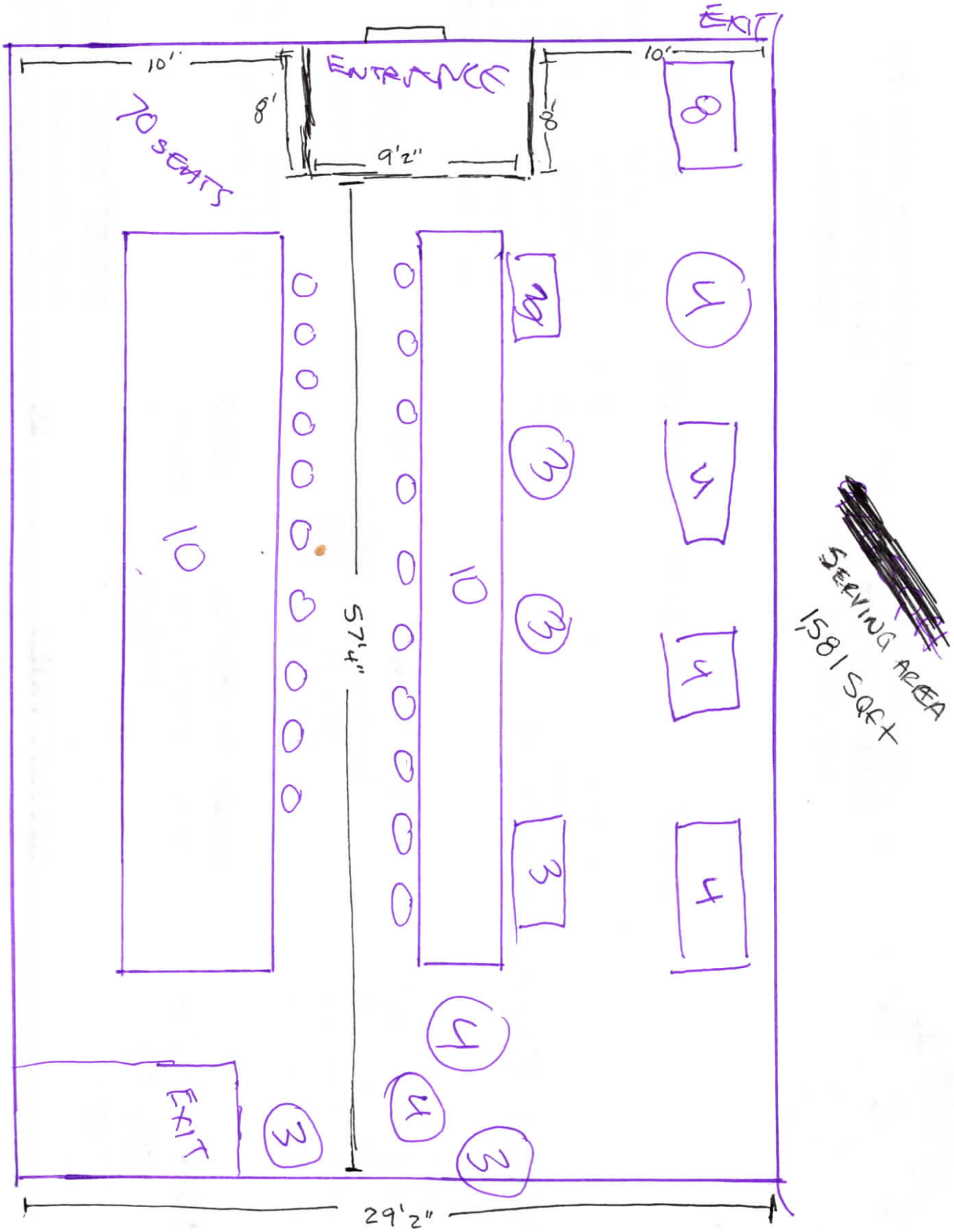
NOTARY PUBLIC STATE OF TEXAS
Shea B Vandergriff
My Commission Expires
04/06/2025
ID No 131033460

RECEIVED
MAR 02 2022
BY

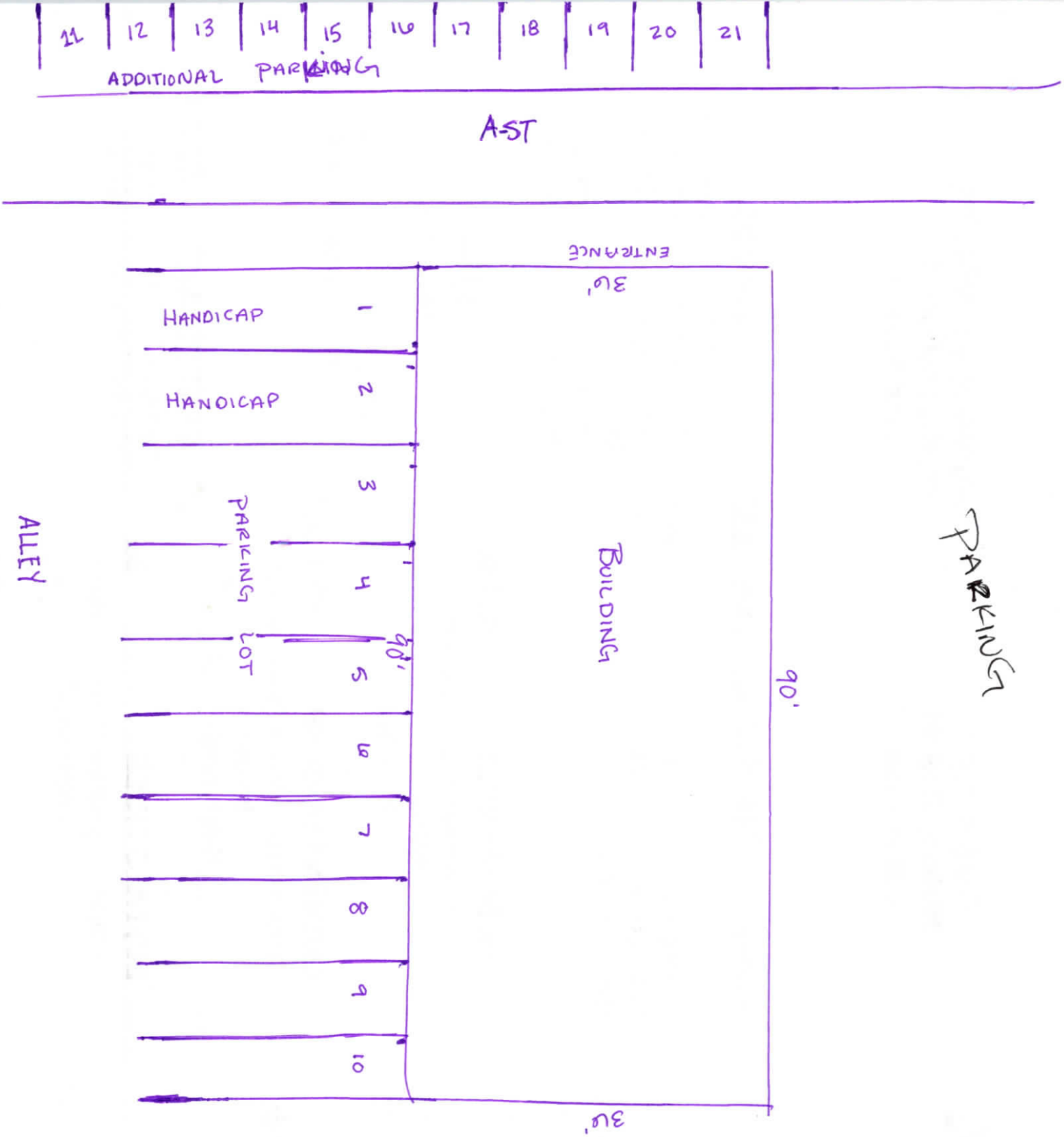
****Application will not be considered for scheduling until reviewed by a planner.****

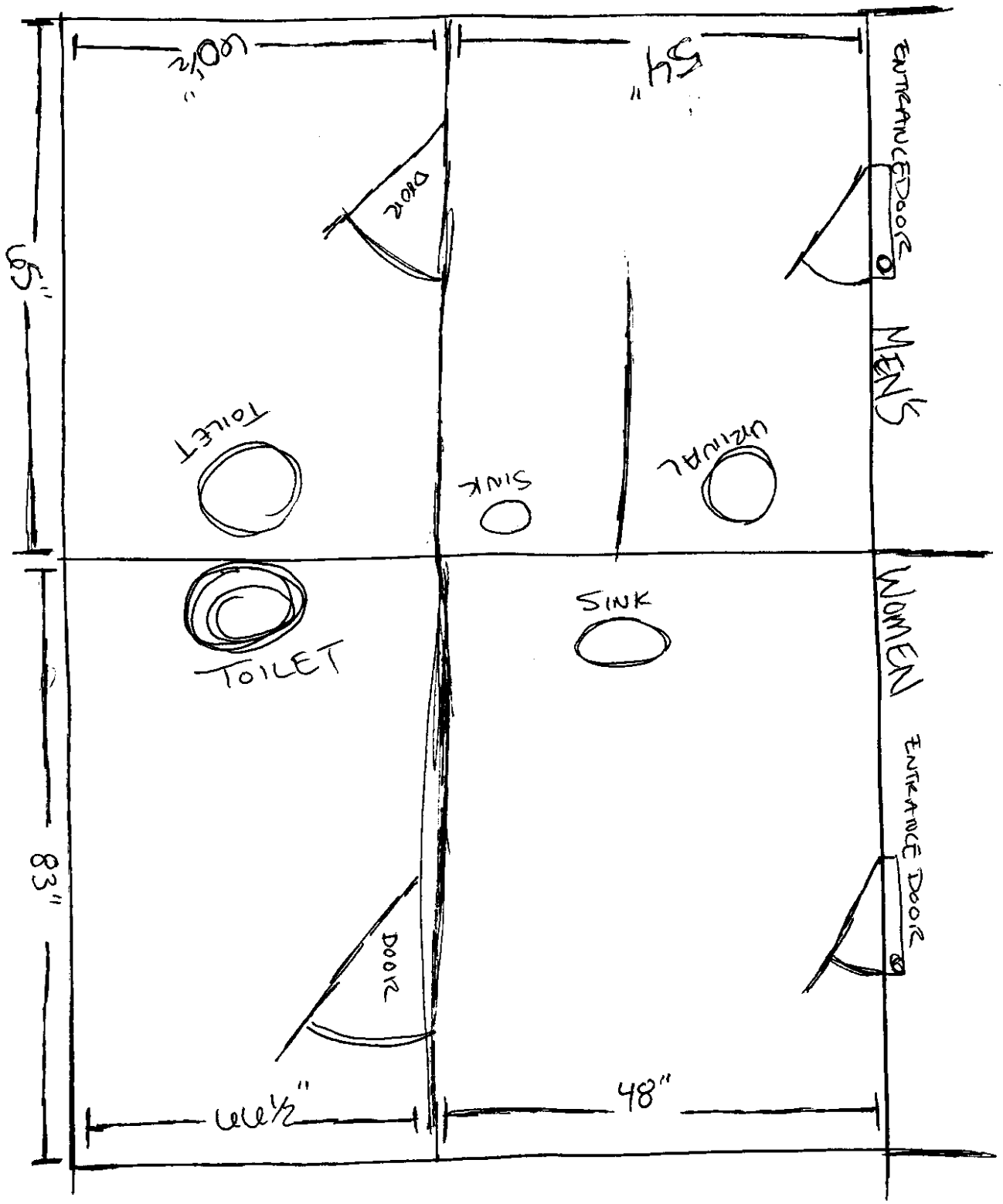
FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☒ Site Plan
Check # 9455392	☒ Plans in Digital Format (PDF/JPEG)
Received By: DC	Date: RECEIVED MAR 02 2022 BY: DC

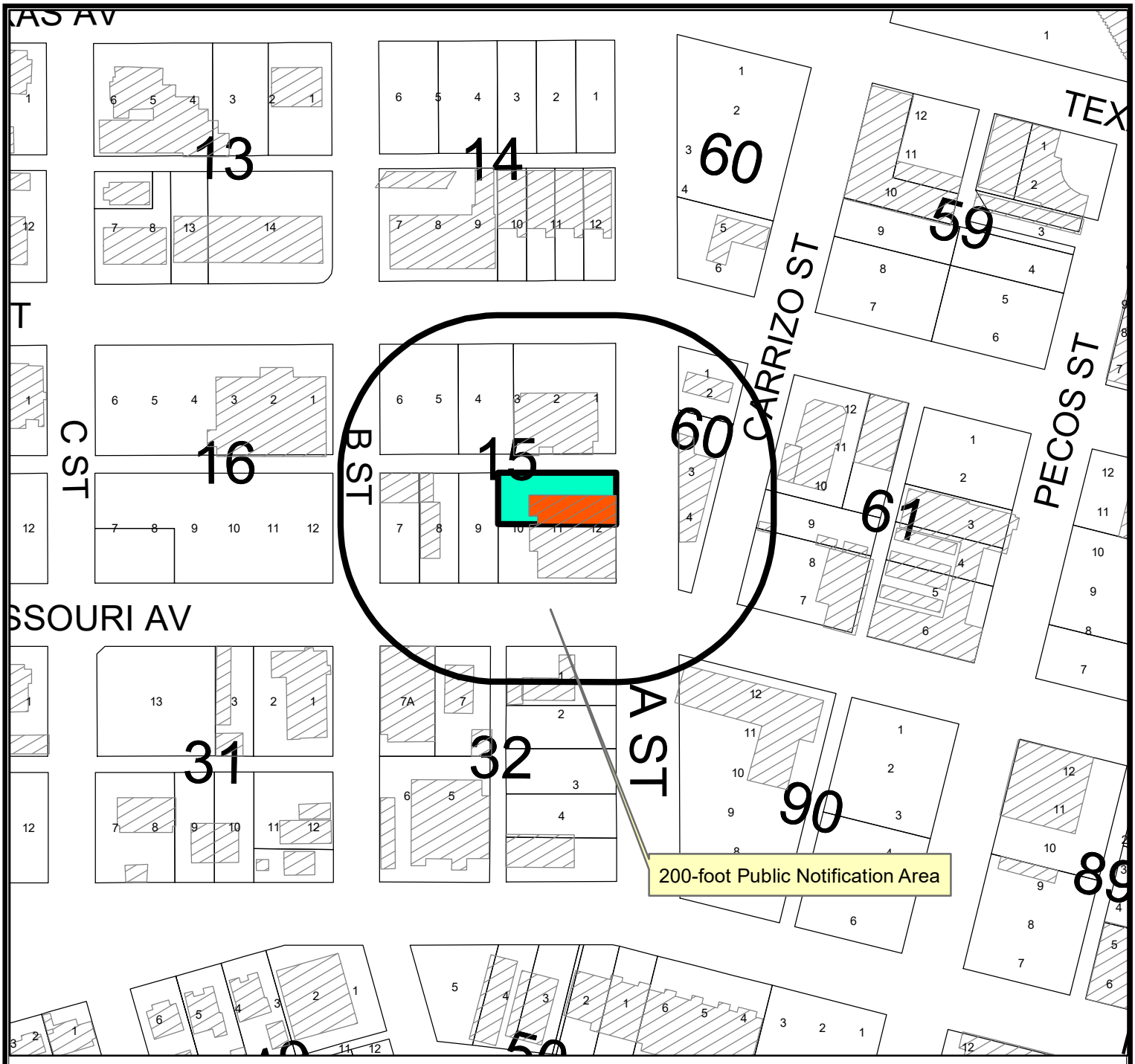
****Application will not be considered for scheduling until reviewed by a planner.**


EXIT
10'
ENTRANCE
10'
8'
8'
9'2"
70 SEATS
8
4
4
3
4
10
10
4
3
4
4
3
4
3
EXIT
57'4"
SERVING AREA
1581 SQFT
29'2"

S 8 St
Express Employment
Home Healthcare Equipment
El Mid-Tex Parts & Service
Fashion Cleaners
Alley
Parking Lot
El Super Burrito
S Carrizo St


11
12
13
14
15
16
17
18
19
20
21
ADDITIONAL PARKING
A-ST
ENTRANCE
30'
HANDICAP
HANDICAP
1
2
3
4
5
6
7
8
9
10
PARKING LOT
90'
BUILDING
90'
30'
ALLEY
PARKING


RESTROOMS
65"
30½"
54"
DOOR
ENTRANCE DOOR
MENS
TOILET
SINK
URINAL
SINK
TOILET
WOMEN
ENTRANCE DOOR
83"
DOOR
30½"
48"



LOCATION MAP

SUD-22-0126 **Scale: 1" = 200'**

Request by Buffalo Jo's for a Specific Use Designation with Term for on-premises consumption, in a 3000 square foot portion North 65 feet of Lots 10, 11, and 12, Block 15, all out of West End Addition, City and County of Midland, Texas

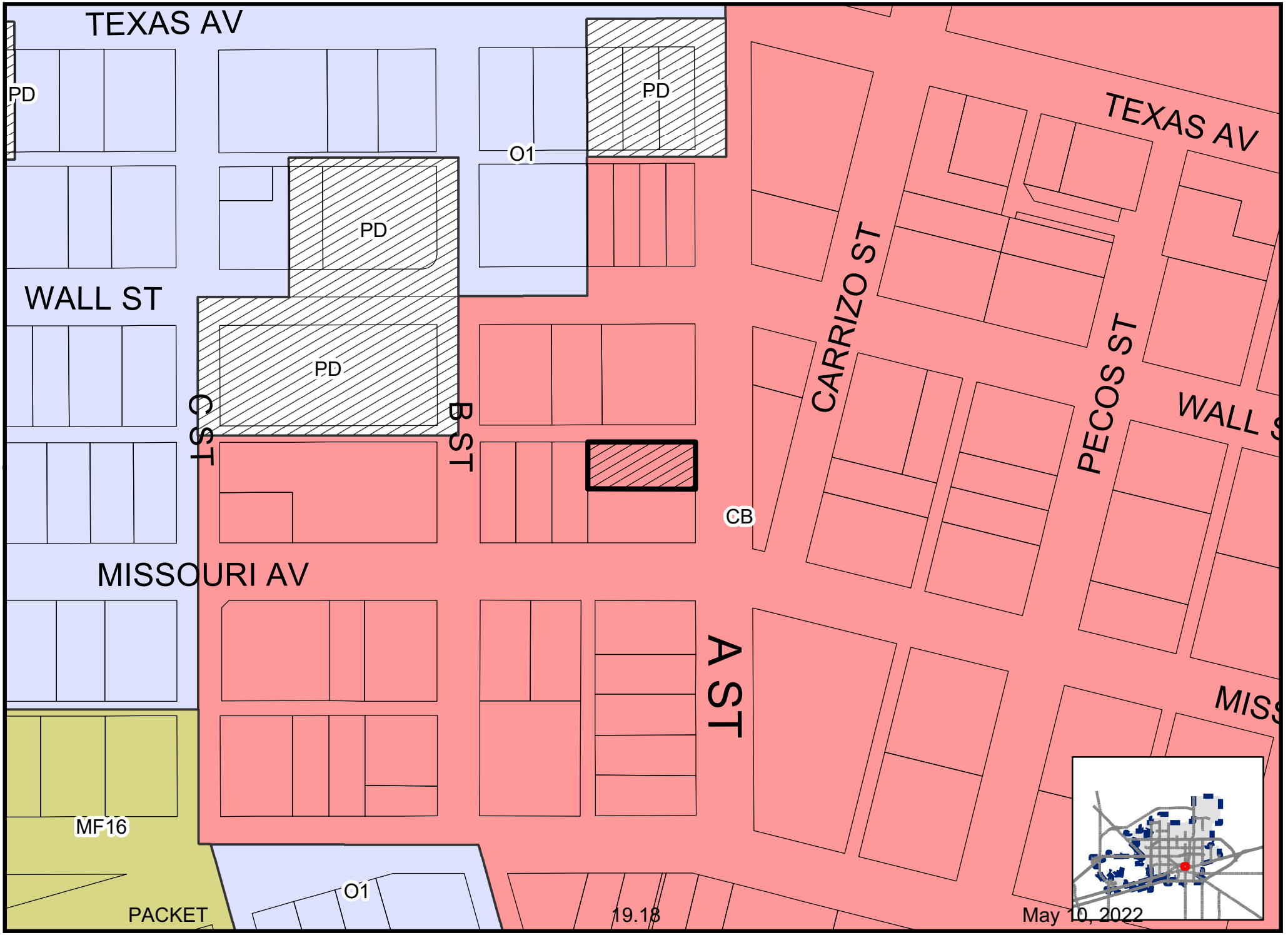
Generally located on west side of A Street, approximately 75 feet north of Missouri Avenue- (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR PRIOR 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 ES, 7/8/2021

SUD-22-0128

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.






STOP


BUFFALO JO'S


BUFFALO JO'S


STOP

City Council Meeting

Item Number: 20

Meeting Date: April 26, 2022

To: City Council / City Manager

From: Justin Smith, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,372-SQUARE FOOT PORTION OF LOT 13A, BLOCK 53, ORIGINAL TOWN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAIN STREET AND WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Gomca Family Restaurants LLC, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant for Tkilaz, located at 100 N Main Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

PD, Planned Development District for a Housing Development.(Ordinance 9084)

Surrounding Zoning and Land Use:

The property to the North is zoned RR, Regional Retail District and is the location of a lounge named Bourbon Street (Ordinance 8,953). The property to the East is zoned RR, Regional Retail District and is the location of commercial building with a few suites for businesses. The property to the South, across Wall Street, is zoned RR, Regional Retail District and is the location of a U.S. Post Office. The property to the West is zoned PD, Planned Development District for a Civic Center and Community Center, and is the location of the Bush Convention Center.

Analysis:

The property is located at 100 N Main Street. The first floor of the building broken up into multiple suites while the second floor is the Wall Street Lofts Apartments. The current zoning is PD, Planned Development for a Housing Development, however, the first floor allows for the uses under the LR, Local Retail District restrictions which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation. The location is currently vacant and has been the location of a few restaurants in the past. Gomca Family Restaurants LLC, the company that operates Tkilaz, is requesting a Specific Use Designation to be able to sell alcoholic beverages for on premises consumption, in a restaurant within this location.

Tkilaz currently has another location in operation and has a Specific Use Designation for that location 4610 N Garfield St C1 (Ordinance Number 9835). Tkilaz is working on opening a second location and the Specific Use Designation for that location is yet to be approved by City Council. This will be a third Tkilaz location in Midland.

The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 2,372 square feet, with an alcohol serviceable area of 1,449 square feet. The site currently has adequate bathroom facilities. For parking, the first two floors of Wall Street Lofts are public parking and Tkilaz's customers will be able to park there. Parking in front or on the sides of the building are also undesignated.

The restaurant will have the following hours of operation:

Monday through Sunday: 10:00 a.m. to 12:00 a.m. (midnight)

The restaurant will have the following hours of alcohol service:

Monday through Sunday: 10:00 a.m. to 12:00 a.m. (midnight)

Per Midland City Code 5.4.4. –Prohibited place 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 churches or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 102 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Oil and Gas: (Approved)

No oil or gas issues.

Engineering: (Approved)

No objection.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Tkilaz’s will create a sophisticated atmosphere where Midland Residents can relax and enjoy drinks with their meal.

This request was recommended for approved at the April 4, 2022 Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of a 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 alcoholic serviceable area of the restaurant shall be limited to approximately 1,449 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: 10:00 a.m. to 12:00 a.m. (midnight)

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 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of April 20, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Ordinance 9084
Parking Letter
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 A 2,372-SQUARE FOOT PORTION OF LOT 13A, BLOCK 53, ORIGINAL TOWN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAIN STREET AND WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,372-square foot portion of Lot 13A, Block 53, Original Town Addition, Section 7, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a

Housing Development.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,449 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 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MATERIALS SCHEDULE

FLOORS		BASE		WALLS		CEILINGS	
F1	SEALED & POLISHED CONCRETE FLOOR	B1	VINYL BASE	W1	TAPE, TEXTURE & PAINT - ORANGE PEEL	C1	GYP. BD. (TAPE, TEXTURE & PAINT)
				W2	FRP	C2	EXISTING GYP. PATCH & PAINT AS REQUIRED
				W3	STAINLESS STEEL SHEETS	C3	24"x24" VINYL COVERED CEILING TILE
						C4	24"x24" EXPOSED CEILING TILE GRID

ROOM FINISH SCHEDULE

ROOM NO	ROOM NAME	FLOOR	BASE	WALL SURFACES NORTH	EAST	SOUTH	WEST	CEILING	CEILING HEIGHT	REMARKS
100	ENTRANCE AREA	F1	B1	-	W1	W1	W1	C2	VARIES	
101	SALES AREA	F1	B1	-	W1	W1	W1	C2	VARIES	
102	KITCHEN	F1	B2	-	W3	W3	-	C2	VARIES	
103	SERVING AREA	F1	B1	-	-	-	W1	C2	VARIES	
104	BAR	F1	B1	W1	W1	W1	W1	C3	8'-0"	
105	PANTRY	F1	B1	W1	W1	W1	W1	C1	8'-0"	
106	CLEANING/WASHING	F1	B1	W2	W2	W1	W1	C2	8'-0"	
107	CORRIDOR	F1	B1	W1	W1	W1	W1	C2	VARIES	
108	OFFICE	F1	B1	W1	W1	W1	W1	C3	8'-0"	
109	MEN	F1	B1	W1	W1	W1	W1	C2	VARIES	
110	WOMEN	F1	B1	W1	W1	W1	W1	C2	VARIES	
111	DINING	F1	B1	W1	W1	W1	W1	C2	VARIES	

KITCHEN EQUPMENT LEGEND (BY OWNER)

1	GARLAND EC 30E - 30" ELEC CHARBROILER	11	2-DOOR FREEZER
2	16'-0" VENT HOOD	12	GLASS CHILLER (36")
3	(2) AVANTCO EF40-208-1-40LB ELEC. FLOOR FRYER	13	72" UNDERCOUNTER SINK
4	AVANTCO EG36N 36" ELECTRIC GRIDDLE	14	ICE BIN (48")
5	VULCAN VSM36 36 5" WALL MOUNT CHEESE MELTER	15	UNDERBAR REF. (48")
6	BEVERAGE-AIR SPE48HC-1 (84-5TL 48" 2DR REFRIGERATED SANDWICH PREP TABLE	16	ICE MACHINE
7	AVANTCO STC-48GA FOUR PAN OPEN WELL ELEC. STEAM TABLE	17	LIQUOR DISPLAY (24")
8	AVANTCO CBE-84HC 84" DRAWER CHEF BASE	18	CORNER DISHWASHER WITH TABLES
9	GARLAND S36NS SENTRY SERIES 6 BURNER FLEC. RANGE	19	3-BAY SINK
10	FOUNTAIN DRINK MACHINE	20	PREP TABLE

WALL TYPES

INTERIOR WALL
20 GA. 3 5/8" STEEL STUDS @ 1'-4" O.C.
ONE LAYER 5/8" GYP. BD. EACH SIDE

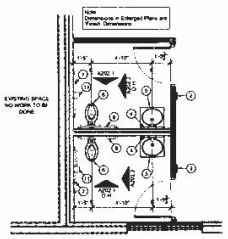
INTERIOR WALL
20 GA. 3 5/8" STEEL STUDS @ 1'-4" O.C.
ONE LAYER 5/8" GYP. BD. EACH SIDE

INTERIOR WALL
20 GA. 3 5/8" STEEL STUDS @ 1'-4" O.C.
R-13 BATT INSULATION FULL HEIGHT
ONE LAYER 5/8" GYP. BD. EACH SIDE

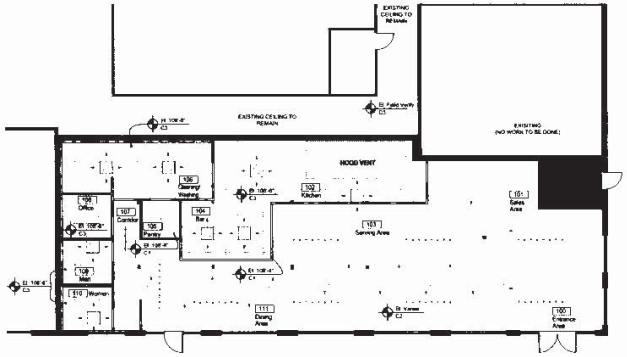
Wall Partition Notes:

NOTES: 1. ALL DIMENSIONS ARE TO STUD U.N.O.
2. PROVIDE BLOCKING IN WALLS @ FIXTURES, ELEC PANELS & ITEMS SCHEDULED TO BE SURFACE MOUNTED. COORD. W/ ARCHITECTURAL, ELECTRICAL & MECHANICAL DRAWINGS.

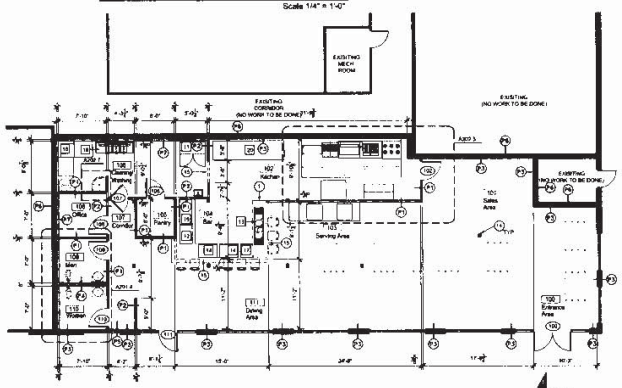
(W1) 3 5/8" STEEL STUDS @ 1'-4" O.C. TO BOTTOM OF EXISTING GYP. CEILING W/ R-13 BATT INSULATION FULL HEIGHT. 5/8" GYP. BD. EACH SIDE FULL HEIGHT
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(W3) EXISTING WOOD FRAMED WALL TO REMAIN. INSTALL NEW R-13 BATT INSULATION FULL HEIGHT. 5/8" GYP. BD. ON RESTAURANT SIDE FULL HEIGHT
(W4) 6" STEEL STUDS @ 1'-4" O.C. TO BOTTOM OF EXISTING GYP. CEILING W/ R-13 BATT INSULATION FULL HEIGHT. 5/8" GYP. BD. EACH SIDE FULL HEIGHT
(W5) INSTALL WOOD BLOCKING AND 3/4" PLYWOOD OVER EXISTING WINDOW FULL HEIGHT. 5/8" GYP. BD. FULL HEIGHT
(W6) EXISTING FIRE RATED WALL TO REMAIN. NO WORK OR MODIFICATIONS TO BE DONE
(W7) 3 5/8" STEEL STUDS @ 1'-4" O.C. TO BOTTOM OF PURLINS. 5/8" GYP. BD. EXPOSED SIDE FULL HEIGHT



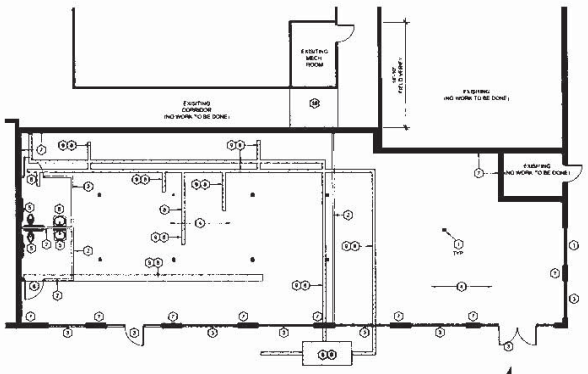
A201.4 Enlarged Plan
Scale 1/4" = 1'-0"



A201.2 Reflected Ceiling Plan
Scale 1/8" = 1'-0"



A201.2 Floor Plan
Scale 1/8" = 1'-0"



A201.1 Demolition Floor Plan
Scale 1/8" = 1'-0"

höhe DESIGN GROUP
517 N. Polk St. Amarillo, Tx 79107
806.452.5000 / 844.900.höhe
www.hohedesign.com

REGISTERED ARCHITECT — STATE OF TEXAS — JOHN C. HOHE — 03/03/2022

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General Notes:

1. Contractor, Subcontractors, Suppliers, etc. will be responsible for inspecting each and all areas where their work occurs and be fully informing themselves of existing conditions, materials and labor necessary to appropriately and completely fulfill contract obligations shown, noted, detailed or specified herein. Conditions found varying from or in conflict with drawings or specifications shall be brought to the architect's attention immediately.
2. Field verify & coord. w/owner, architectural & MEP Layout drawings instead of dimensioned items not listed in order to achieve design intent.
3. Refer to MEP Layout drawings for additional design items and/or notes.

Demolition Plan Notes:

1. STRUCTURAL COLUMNS TO REMAIN
2. REMOVE PARTIAL WALL AS INDICATED FULL HEIGHT
3. WINDOWS / STOREFRONT TO REMAIN. PROTECT DURING CONSTRUCTION
4. REMOVE FLOOR SYSTEM IN ITS ENTIRETY. PREPARE CONCRETE SLAB TO RECEIVE NEW TREATMENT
5. REMOVE RESTROOM FIXTURES IN THEIR ENTIRETY
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9. 6" 3000 PSI CONCRETE INFILL IN PLUMBING TRENCH OUT. REFER TO A201.6
10. REMOVE EXISTING CEILING IN CHASE LEADING INTO MECHANICAL ROOM. COORDINATE W/ MECHANICAL DRAWINGS

Wall Legend:

Walls to be removed
Walls to remain

Floor Plan Notes:

1. WALL WORK BY OWNER. WALL WORK TO ADHERE TO 2012 TAS STANDARDS
2. ADD 5" RAISED SIGNAGE. TAS COMPLIANT. CHARACTERS TO BE 48" MIN TO BASELINE ABOVE 80" MAX. TO BASELINE OF CHARACTERS FROM THE LATCH SIDE & 8" FROM OUTSIDE DOOR FRAME TO CENTERLINE OF SIGN (TYP.)
3. MOP & BROOM HOLDER (EQUAL TO BRADLEY MODEL 9563 (TRIPLE A.C.E. MOUNT) MOUNT @ A.F.F. TO CENTER OF UNIT
4. SURFACE MOUNT 36" FRAMELESS MIRROR. REFER TO INTERIOR ELEVATIONS PROVIDED BY TENANT
5. ADD 5" RAISED LAVATORY. TAS COMPLIANT. MOUNT @ 34" AFF TO RIM OR COUNTER SURFACE. WRAP ALL EXPOSED PIPING
6. ACCESSIBLE TOILET W/ TOP OF SEAT @ 1'-6" AFF. TAS COMPLIANT. CONTROLS ON OPEN SIDE
7. 2'-6" LONG X 1'-1 2" D.D. S.S. GRAB BAR W/ STANDARD NON-SLIP SURFACE MOUNT @ 1'-2" AFF TO TOP. EQUAL TO BRADLEY 832 SERIES. PROVIDED BY TENANT
8. 3'-0" LONG X 1'-1 2" D.D. S.S. GRAB BAR W/ STANDARD NON-SLIP SURFACE MOUNT @ 2'-6" AFF TO TOP. EQUAL TO BRADLEY 832 SERIES. PROVIDED BY TENANT
9. PAPER TOWEL DISPENSER W/ BLDT @ 48" AFF. MAX. EQUAL TO BRADLEY MODEL 2444-11 SURFACE MOUNTED. PROVIDED BY TENANT
10. SOAP DISPENSER. MOUNT @ 48" AFF. MAX. TO BOTTOM OF UNIT. REF. TO INTERIOR ELEVATIONS. EQUAL TO BRADLEY MODEL 6362 SURFACE MOUNT TANK TYPE. PROVIDED BY TENANT
11. TOILET TISSUE DISPENSER. MOUNT @ 26" AFF TO CENTER. EQUAL TO BRADLEY MODEL 5-08. PROVIDED BY TENANT
12. MOP SINK AS SELECTED. REFER TO A201.5 & A201.6
13. SERVICE SINK FAUCET W/ TOP BRACE, 3/4" RUBBER HOSE & WALL HOSE HOLDER
14. EXISTING COLUMNS TO BE PAINTED COLOR AS SELECTED BY OWNER
15. LINE OF HEADER SOFFIT ABOVE. REFER TO CEILING SCHD.

Project Name
Finish Out for:
Tkilaz Restaurant
Midland, Texas

Revisions		
No.	Date	Description

Drawing
Demolition Floor Plan
Floor Plan
Reflected Ceiling Plan

Date: March 03, 2022 | Project No: 2202

Sheet No

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUP-22-0127

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Gomez Family Restaurants, LLC		Phone (806) 368 2660 Email fragak13@hotmail.com	
Address 4610 N Garfield st, ste C1	City Midland	State Tx	Zip 79705
Property Owner Printed Name: CRP SCP Wall St Lofts Owner LP		Phone ( ) Email Bwoidneck@stonehawkcapital.com	
Address 2722 Rath St	City Dallas	State TX	Zip 75201
Representative *(if different from Applicant or Property Owner)* Firm: Stonehawk Capital Partners Printed Name: Jordon Cox		Phone (817) 205-1125 Email Jcox@stonehawkcapital.com	
Address 2722 South St	City Dallas	State TX	Zip 75201

Type of Permit:	*For Office Use Only* ☐ with Term ☐without Term
Is there any Code Enforcement action pending on property? ☐ Yes ☐ No	

Street Address: 100 N Main st, ste 100 Midland, Tx 79701

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Maximum Floor Area: 2,372 **Maximum Occupancy:** 102

Proposed hours and days of use or operation: Monday - Sunday ~~8:00am - 12:00am~~ 10:00am - 12:00

Reason for request: _____

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: _____

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
MAR 02 2022
CF

Signatures	
Applicant (signature):	
Applicant (printed): Francisco Gomez Castellanos	Date: 01-11-2022
Property Owner (signature):	
Property Owner (printed): Brian Woidneck	Date: 1/20/22

The Specific Use Designation 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 # 1437
- ☑ Dimensioned Site Plan
- ☑ Site Plan in Digital Format (PDF/JPEG)

Received By: Cole Thompson Date: 3-2-22

****Application will not be considered for scheduling until reviewed by a planner.****

MATERIALS SCHEDULE

FLOORS		BASE		WALLS		CEILINGS	
F1	SEALED & POLISHED CONCRETE FLOOR	B1	VINYL BASE	W1	TAPE, TEXTURE & PAINT - ORANGE PEEL	C1	GYP. BD. (TAPE, TEXTURE & PAINT)
				W2	FRP	C2	EXISTING GYP. PATCH & PAINT AS REQUIRED
				W3	STAINLESS STEEL SHEETS	C3	24"x24" VINYL COVERED CEILING TILE
						C4	24"x24" EXPOSED CEILING TILE GRID

ROOM FINISH SCHEDULE

ROOM NO	ROOM NAME	FLOOR	BASE	WALL SURFACES NORTH	EAST	SOUTH	WEST	CEILING	CEILING HEIGHT	REMARKS
100	ENTRANCE AREA	F1	B1	-	W1	W1	W1	C2	VARIES	
101	SALES AREA	F1	B1	-	W1	W1	W1	C2	VARIES	
102	KITCHEN	F1	B2	-	W3	W3	-	C2	VARIES	
103	SERVING AREA	F1	B1	-	-	-	W1	C2	VARIES	
104	BAR	F1	B1	W1	W1	W1	W1	C3	8'-0"	
105	PANTRY	F1	B1	W1	W1	W1	W1	C1	8'-0"	
106	CLEANING/WASHING	F1	B1	W2	W2	W1	W1	C2	8'-0"	
107	CORRIDOR	F1	B1	W1	W1	W1	W1	C2	VARIES	
108	OFFICE	F1	B1	W1	W1	W1	W1	C3	8'-0"	
109	MEN	F1	B1	W1	W1	W1	W1	C2	VARIES	
110	WOMEN	F1	B1	W1	W1	W1	W1	C2	VARIES	
111	DINING	F1	B1	W1	W1	W1	W1	C2	VARIES	

KITCHEN EQUPMENT LEGEND (BY OWNER)

1	GARLAND EC 30E - 30" ELEC CHARBROILER	11	2-DOOR FREEZER
2	16'-0" VENT HOOD	12	GLASS CHILLER (36")
3	(2) AVANTCO EF40-208-1-40LB ELEC. FLOOR FRYER	13	72" UNDERCOUNTER SINK
4	AVANTCO EG36N 36" ELECTRIC GRIDDLE	14	ICE BIN (48")
5	VULCAN VBM48 36 S" WALL MOUNT CHEESE MELTER	15	UNDERBAR REF. (48")
6	BEVERAGE-AIR SPE48HC-1-BH-STL 48" 2DR REFRIGERATED SANDWICH PREP TABLE	16	ICE MACHINE
7	AVANTCO STC-48GA FOUR PAN OPEN WELL ELEC. STEAM TABLE	17	LIQUOR DISPLAY (24")
8	AVANTCO CBE-84HC 84" DRAWER CHEF BASE	18	CORNER DISHWASHER WITH TABLES
9	GARLAND S36NS SENTRY SERIES 6 BURNER FLEC. RANGE	19	3-BAY SINK
10	FOUNTAIN DRINK MACHINE	20	PREP TABLE

WALL TYPES

INTERIOR WALL
20 GA. 3 5/8" STEEL STUDS @ 1'-4" O.C.
ONE LAYER 5/8" GYP. BD. EACH SIDE

INTERIOR WALL
20 GA. 3 5/8" STEEL STUDS @ 1'-4" O.C.
R-13 BATT INSULATION FULL HEIGHT
ONE LAYER 5/8" GYP. BD. EACH SIDE

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ONE LAYER 5/8" GYP. BD. EACH SIDE

Wall Partition Notes:

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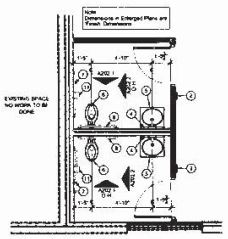
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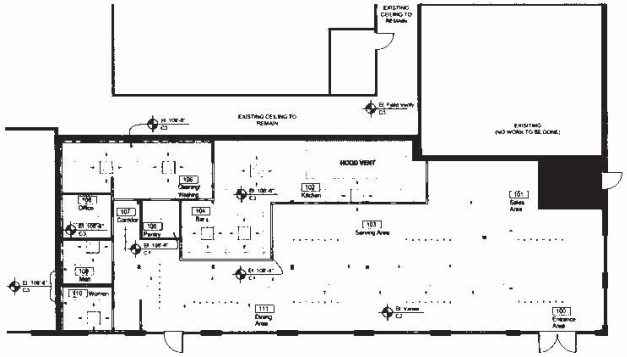
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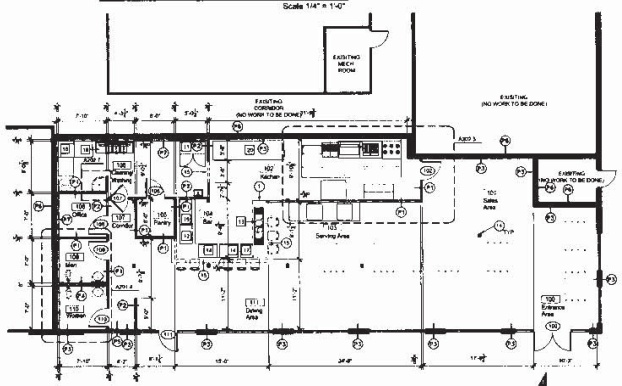


A201.2 Reflected Ceiling Plan

Scale 1/8" = 1'-0"

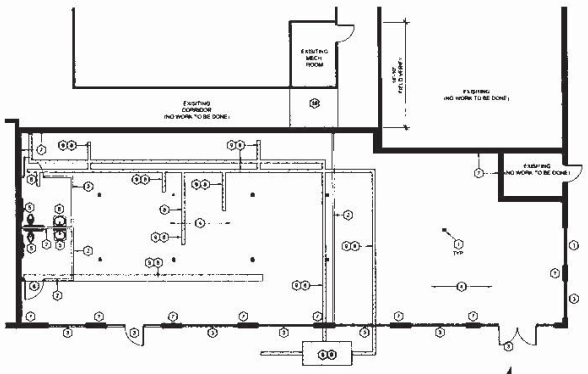
A201.4 Enlarged Plan

Scale 1/4" = 1'-0"



A201.2 Floor Plan

Scale 1/8" = 1'-0"



A201.1 Demolition Floor Plan

Scale 1/8" = 1'-0"

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03/03/2022

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Wall Legend:

Walls to be removed

Walls to remain

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3. MOP & BROOM HOLDER (EQUAL TO BRADLEY MODEL 9563 (TRIPLE A) S MOUNT) MOUNT @ AS.1 TO CENTER OF UNIT
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5. ADD 8" BRAILLE LAVATORY TAS COMPLIANT MOUNT @ 34" AFF TO RIM OR COUNTER SURFACE. WRAP ALL EXPOSED PIPING
6. ACCESSIBLE TOILET W/ TOP OF SEAT @ 1'-6" AFF. TAS COMPLIANT CONTROLS ON OPEN SIDE
7. 24" LONG X 1 1/2" O.D. S.S. GRAB BAR W/ STANDARD NON-SLIP SURFACE MOUNT @ 1'-6" AFF TO TOP. EQUAL TO BRADLEY 832 SERIES. PROVIDED BY TENANT
8. 42" LONG X 1 1/2" O.D. S.S. GRAB BAR W/ STANDARD NON-SLIP SURFACE MOUNT @ 2'-6" AFF TO TOP. EQUAL TO BRADLEY 832 SERIES. PROVIDED BY TENANT
9. PAPER TOWEL DISPENSER W/ BLDT @ 48" AFF. MAX. EQUAL TO BRADLEY MODEL 2444-11 SURFACE MOUNTED. PROVIDED BY TENANT
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14. EXISTING COLUMNS TO BE PAINTED COLOR AS SELECTED BY OWNER
15. LINE OF HEADER SOFFIT ABOVE. REFER TO CEILING SCHD.

Project Name

Finish Out for:
Tkilaz Restaurant
Midland, Texas

Revisions

No.	Date	Description

Drawing
Demolition Floor Plan
Floor Plan
Reflected Ceiling Plan

Date: March 03, 2022 | Project No. 2202

Sheet No

the Wall Street
LOFTS

January 14th,
2022

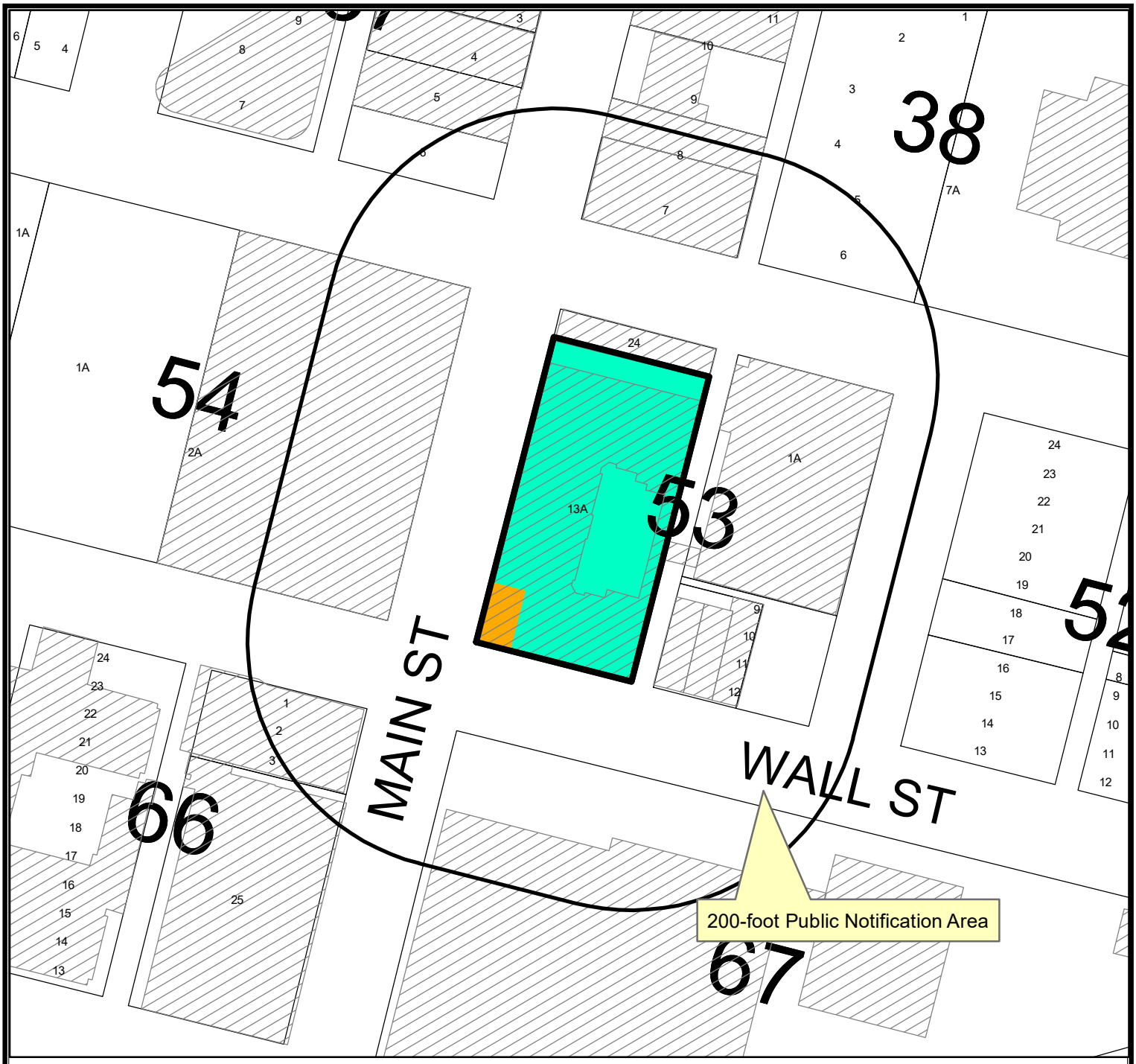
To whom it may concern,

Wall Street Lofts parking is not designated parking anywhere either in front of our building or on the sides of our building. If you have any questions, please feel free to reach me at 432-686-1050.

Respectfully,

Michelle Yapp | Community Manager | the Wall Street LOFTS
Redefining Excellence in Apartment Living
100 N. Main Street | Midland, TX 79701
Main 432.686.1050
wallstreetloftsmgr@greystar.com
LiveAtWallStreetLofts.com

MAR 02 2022
BY: CF



LOCATION MAP

SUD-22-0127 **Scale: 1" = 1500'**

Request by Gomca Family Restaurants, for a Specific Use Designation with Term for on-premises consumption, in a 2,372 square foot portion of Lot 13A, Block 53, Original Town, Section 7, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of Main Street and Wall Street. (Council District 2)

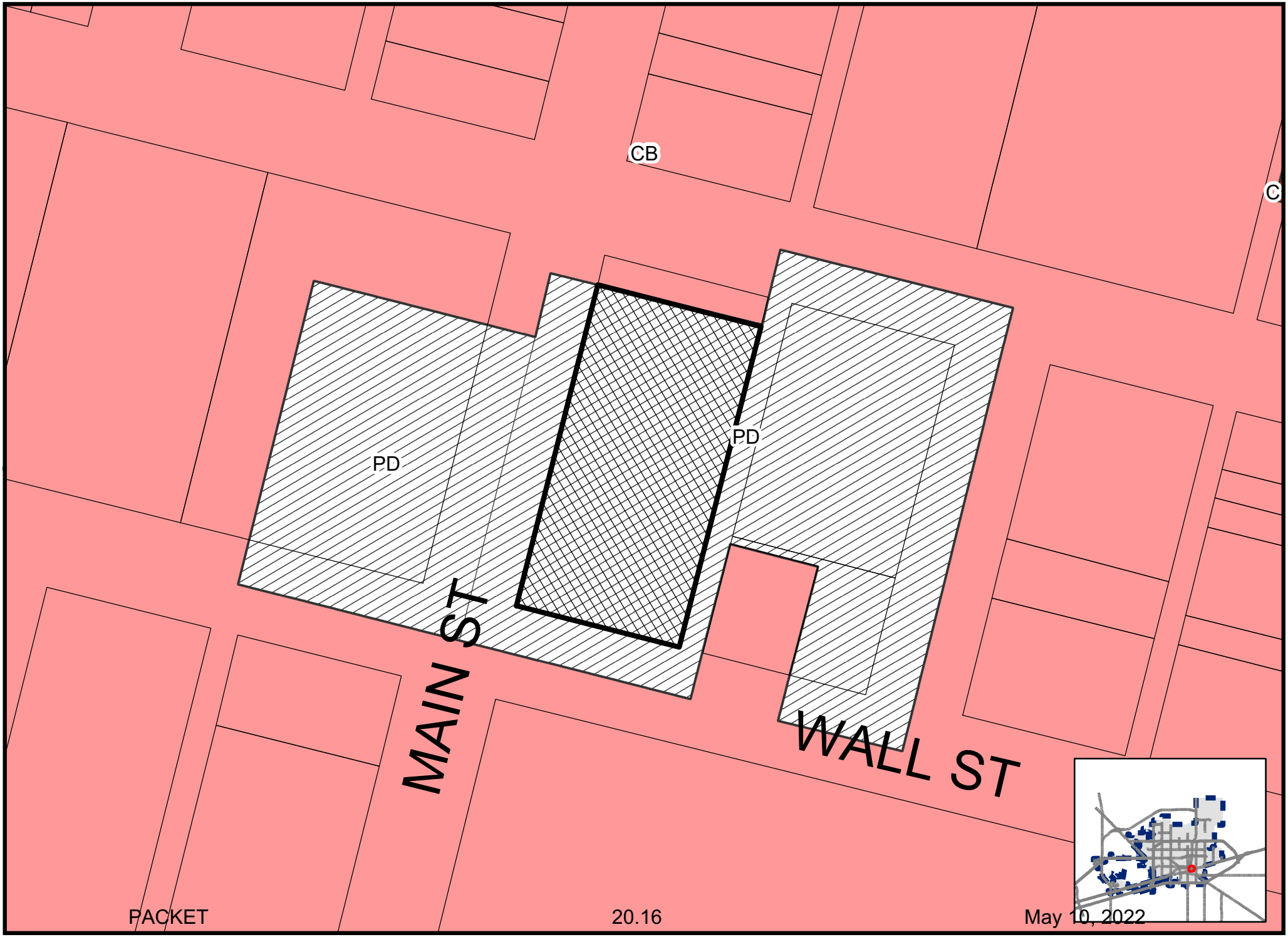
LEGEND

- 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.

May 10, 2022



Map By JS, 3/4/2022

SUD-22-0127

Scale: 1" = 1200'

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.


BIKE LANE


- NOTICE -
AN APPLICATION TO SELL AND CONSUME ALCOHOLIC BEVERAGES IS PROPOSED FOR THIS LOCATION.
TYPE OF LICENSE/PERMIT:
MB
NAME OF APPLICANT:
Gomia Family Rest LLC
ADDRESS OF APPLICANT:


WALL ST



City Council Meeting

Item Number: 21

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Justin Smith, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, EASTOVER SECOND 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 SOUTHWEST CORNER OF THE INTERSECTION OF JESSE STREET AND 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 3) (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 at 213 Jesse Street, for construction of a single-family home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

MF-22, Multiple Family District

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial, and the location of vacant land. The property the east is zoned SF-3, Single Family Dwelling District and is currently being used for single family housing. The property to south is zoned MF-22, Multiple Family Dwelling District and is being used for single family housing. The property the west is zoned SF-3, Single Family Dwelling District, and is currently vacant.

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial, and the location is vacant land. The property to the east is zoned SF-3, Single Family Dwelling District and is currently being used for single family housing. The property to the south is zoned MF-22, Multiple Family Dwelling District and is being used for single family housing. The property to the west is zoned SF-3, Single Family Dwelling District, and is currently vacant.

Analysis:

The applicant, Louis Clay, is requesting to change the zoning from MF-22, Multiple Family Dwelling District, to SF-3, Single Family Dwelling District with the purpose of building a single-family home. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the HI, Heavy Industrial District. 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 March 22, 2022.

The applicant will be required to adhere to the site plan review standards outlined within the City of Midland Zoning Ordinance Section 5.05: - Nonresidential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

This proposed Planned Development amendment 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. 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.] Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of 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

Code: (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 and left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

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 Applicant's information only.]

Planning:

The request does not fit with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. This designation calls for UR-M, Urban Residential-Medium. There areas are designed to be neighborhoods that incorporate a mix of housing types, including single-family attached and detached, and townhouse uses. In addition to housing, civic uses would generally be allowed in this area. The City of Midland Planning Department supports this rezone because the surrounding area already has many offices and business uses bordering the single-family dwellings. Urban Residential-Medium is intended to create a high-level connectivity between developments both residential and commercial.

This request was recommended for approval at the April 18, 2022, 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.

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 May 4, 2022.

Attachments:

Application
Maps
Aerial Map

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City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, EASTOVER SECOND 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 SOUTHWEST CORNER OF THE INTERSECTION OF JESSE STREET AND 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 1, Block 1, Eastover Second 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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: 2-21-0276

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Louis Clay		Phone (432) 631-2909 Email	
Address 1215 Lynn	City Midland	State Tx	Zip 79705

Property Owner Printed Name: Louis Clay		Phone (432) 631-2909 Email	
Address 1215 Lynn	City Midland	State Texas	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: N/A Printed Name:		Phone (432) 697-1447 Email	
Address	City	State	Zip

Street Address: 213 Jesse

Legal Description SEE ATTACHED METES AND BOUNDS

Lot: 001 Block: 001 Subdivision: Eastover Second

Current Zoning: FS

Proposed Zone: SF
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build a 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? None

Describe how conditions affecting the property have changed since present zoning designation: Cant build a single family home

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): Louis Clay	Date: 11-30-2021
Applicant (printed): Louis Clay	
Property Owner (signature): Louis Clay	Date: 11-30-2021
Property Owner (printed) : Louis Clay	

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 _____ 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

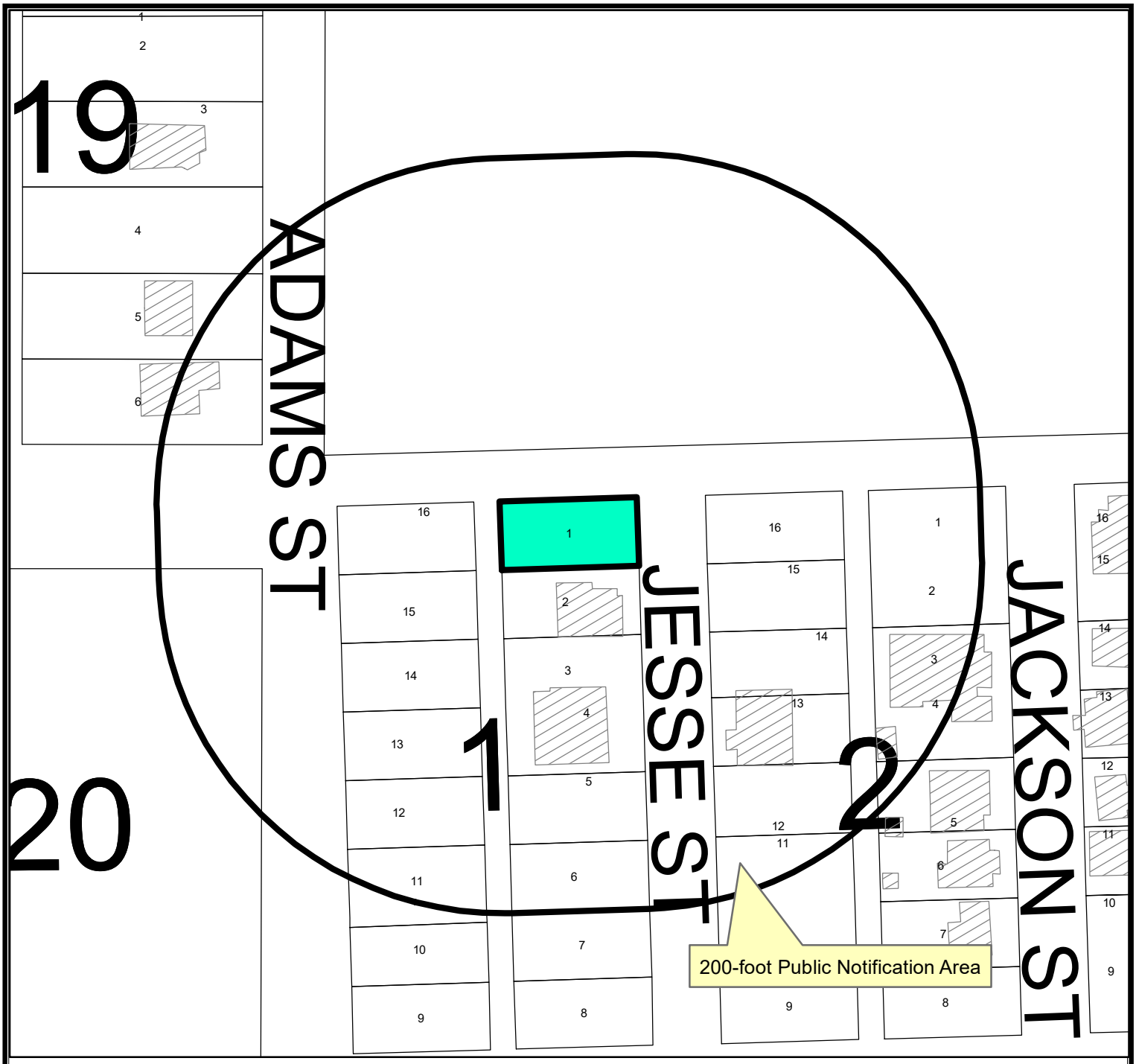
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1555	
Received By: [signature]	Date: 12-1-21

****Application will not be considered for scheduling until reviewed by a planner.****

Aerial Map (Exhibit A)



RECEIVED
JAN 21 2022
BY: .....



LOCATION MAP

Z-21-0276 **Scale: 1" = 1000'**

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 1, Block 1, Eastover Second Addition, City and County of Midland, Texas.

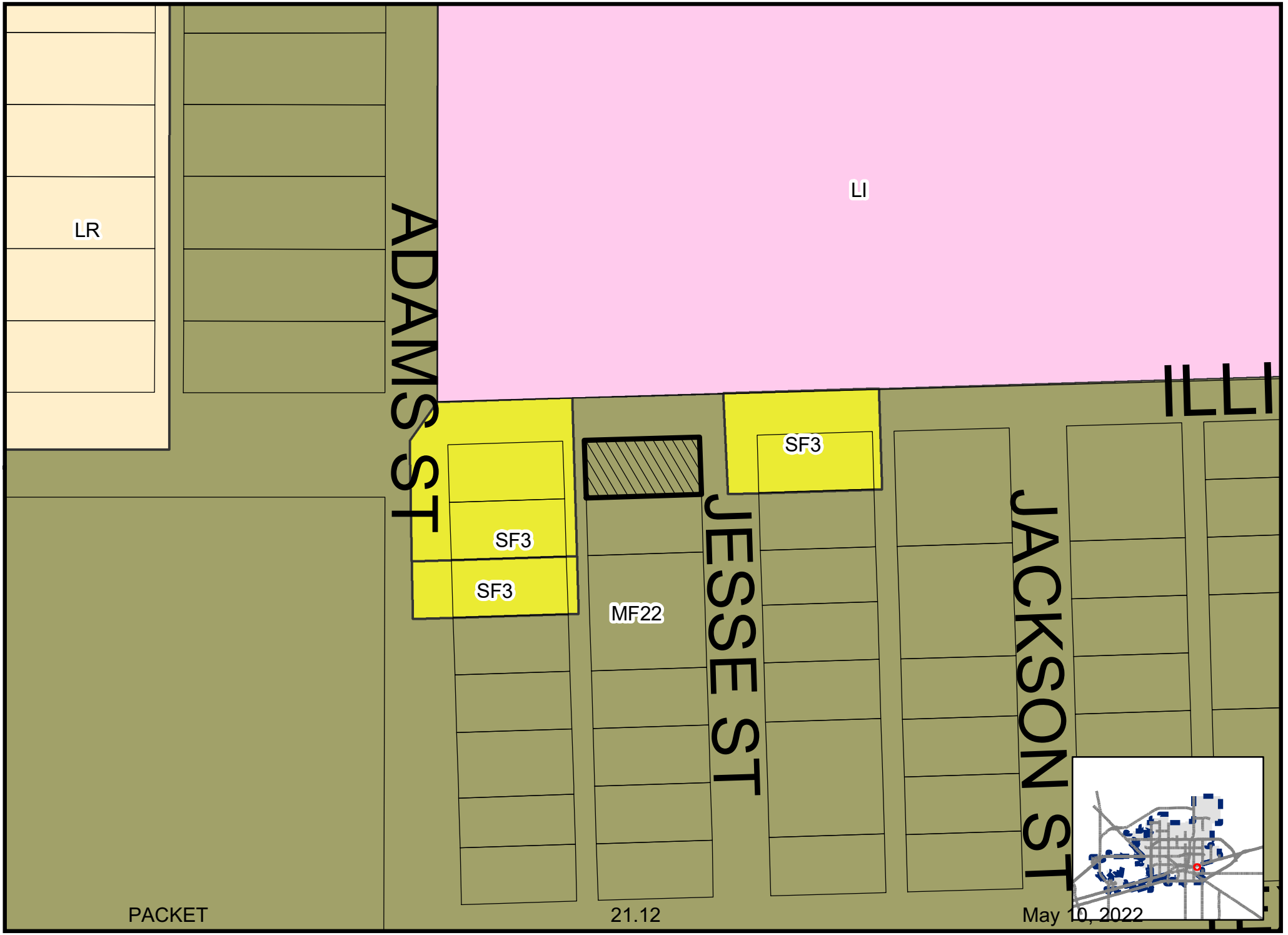
Generally located on the southwest corner of the intersection of Jesse Street and E. Illinois Avenue.(Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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.



Map By JS, 3/30/2022

Z-21-0276

Scale: 1" = 1000'

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.




Jesse





City Council Meeting

Item Number: 22

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Justin Smith, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.38-ACRE TRACT OF LAND OUT OF LOTS 1, 2, 3 AND 4, BLOCK 4, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF F STREET AND 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Mellen Family Investments, LLC, is requesting a zone change from O-1, Office District, in part and SF-2, Single Family Dwelling District, in part to O1, Office District on a 1.38-acre tract of land out of Lots, 1, 2, 3 and 4, Block 4, West Midland Addition, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

O-1, Office District, in part and SF-2, Single Family Dwelling District, in part.

Surrounding Zoning and Land Use:

The property to the north is zoned SF-2, Single Family Dwelling District and is currently being used for single family housing. The property to the east is zoned MF-22, Multiple-Family Dwelling District and O-1, Office District and is currently the Midland Tennis Complex. The property to the south, across Illinois Avenue, is zoned O-1, Office District, and is being used for small businesses. The properties to the west are zoned O-1, Office District and SF-2, Single Family Dwelling District, and both are lots are being used as single-family housing.

Analysis:

The applicant, Mellen Family Investments, LLC, is requesting to change the zoning from O-1, Office District, in part and SF-2, Single Family Dwelling District, in part to O-1, Office District, with the purpose of building Maverick Engineering Corporate Headquarters. The property is currently in the process of being replatted.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.05: - Nonresidential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

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. 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 the 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. 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 and left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

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 Applicant's information only.]

Planning:

The request does not fit with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. This designation calls for UR-M, Urban Residential-Medium. There areas are designed to be neighborhoods that incorporate a mix of housing types, including single-family attached and detached, and townhouse uses. In addition to housing, civic uses would generally be allowed in this area. The City of Midland Planning Department supports this rezone because the surrounding area already has many office and business uses bordering the single family dwellings. Urban Residential-Medium is intended to create a high-level connectivity between developments both residential and commercial.

This request was recommended for approval at the April 18, 2022, Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from O-1 Office District, in part and SF-2, Single Family Dwelling District, in part to O1, Office District to conditions A.

Conditions:

A. That the use and development of the property shall conform to the regulations of the O-1, Office District, except as stated below.

Letters of Objection:

Staff has not received any letters of objection as of May 4, 2022.

Attachments:

Application
Meets and Bounds (Exhibit A)
Plat (Exhibit B)
Site Plan
Maps



City Manager's Office

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number 2-22-0291

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Mellen Family Investments LLC		Phone (432) 262.0999 Email amellen@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Property Owner Printed Name: See Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262.0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 1306 W Illinois Ave & 307 N F St

Legal Description
Lot: 40, 44 Block: 4 Subdivision: West Midland

Current Zoning: O1, SF2

Proposed Zone: O1
(List by tracts if more than one district is requested)

Reason for Zone Change Request: updating SF2 zoning

Present Use of Property: vacant

Proposed Use of Property: Corporate Headquarters for Maverick Engineering

How would this zone change affect the public health, safety and welfare? no adverse affect

Describe how conditions affecting the property have changed since present zoning designation: no change

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): Andrew L. Mellen	Date: 3-23-22
Applicant (printed): Andrew L Mellen	
Property Owner (signature): same as applicant	Date:
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.

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 Mellen Family Inv. LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23rd day of March, 20 22, 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 #_____	
Received By:	Date:

RECEIVED
MAR 23 2022
BY: JS

****Application will not be considered for scheduling until reviewed by a planner.****

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.38-ACRE TRACT OF LAND OUT OF LOTS 1, 2, 3 AND 4, BLOCK 4, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF F STREET AND 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 a 1.38-acre tract of land out of Lots 1, 2, 3 and 4, Block 4, West Midland Addition, 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 O-1, Office 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 SF-2, Single-Family Dwelling District, in part, and O-1, Office District, in part, to O-1, Office 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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"

M A V E R I C K
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 1.38 ACRE TRACT OF LAND

FIELD NOTE DESCRIPTION OF A 1.38 ACRE TRACT OF LAND SITUATED IN AND BEING PORTIONS OF LOTS 1, 2, 3, AND 4, OF BLOCK 4, WEST MIDLAND ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, ON PAGE 180 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, BEING THE AGGREGATE OF 3 TRACTS OF LAND DESCRIBED IN VOLUME 735 ON PAGE 167 BEING REFILED IN VOLUME 735 ON PAGE 546, VOLUME 734 ON PAGE 767, VOLUME 751 ON PAGE 97 AND AN ABANDONED ALLEY AS DESCRIBED IN VOLUME 72 ON PAGE 611, ALL OF THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT N.(y):10694785.22, E.(x):1752392.26, A ONE HALF INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF A CALLED "EAST 10 FEET OF LOTS 3 AND 4 IN BLOCK 4, WEST MIDLAND ADDITION, TO THE TOWN OF MIDLAND, MIDLAND COUNTY, TEXAS", AS RECORDED IN VOLUME 40 ON PAGE 360 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, ON THE NORTH RIGHT-OF-WAY LINE OF WEST ILLINOIS AVENUE, FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°48'26"W., ALONG SAID RIGHT OF WAY, AT 164.84 FEET (R=165.0) PASSING A ONE HALF INCH IRON ROD FOR THE SOUTHWEST CORNER OF SAID LOT 3, THE SOUTHEAST CORNER OF SAID LOT 2, IN THE CENTER OF SAID ABANDONED ALLEY, IN ALL, 269.96 FEET (R=270.0) TO A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A TRACT BEING CALLED THE WEST 70 FEET OF THE SOUTHWEST QUARTER OF SAID BLOCK 4, IN VOLUME 2245 ON PAGE 468 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°15'35"W., ALONG THE EAST LINE OF SAID WEST 70 FEET OF SAID SOUTHWEST QUARTER, AT 150.09 FEET PASSING NEAR A ONE HALF INCH IRON ROD FOUND NEAR THE EAST COMMON CORNER OF SAID CALLED WEST 70 FEET OF THE SOUTHWEST QUARTER, AND THE WEST 70 FEET OF THE NORTHWEST QUARTER OF SAID BLOCK 4, AS RECORDED IN DOCUMENT NUMBER 2018-10779 OF SAID OFFICIAL PUBLIC RECORDS, IN ALL 300.15 FEET (R=300.0) TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514", (RPC) SET ON THE SOUTH RIGHT-OF-WAY LINE OF WEST OHIO AVENUE, FOR THE NORTHEAST CORNER OF SAID WEST 70 FEET OF THE NORTHWEST QUARTER FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°48'26"E., ALONG SAID RIGHT-OF-WAY, 38.19 FEET (R=38.0) TO A ONE HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF A CALLED 67 FOOT BY 67 FOOT TRACT AS A SAVE AND EXCEPT TRACT IN THE DOCUMENT RECORDED IN VOLUME 734 ON PAGE 767 OF SAID OFFICIAL PUBLIC RECORDS FOR THE NORTH NORTHEAST CORNER HEREOF;

THENCE S.14°07'34"E., ALONG THE WEST LINE SAID TRACT, 67.22 FEET (R=67.0) TO AN "RPC" FROM WHICH A ONE HALF INCH IRON ROD BEARS S.36°44'47"E., 0.66 FEET, SET FOR AN INTERIOR CORNER HEREOF;

THENCE N.75°48'26"E., ALONG THE SOUTH LINE SAID TRACT, 66.97 FEET (R=67.0) TO AN "RPC" SET ON THE WEST LINE OF SAID LOT 4, IN THE CENTERLINE OF SAID ABANDONED ALLEY, FOR AN EXTERIOR CORNER HEREOF;

THENCE S.14°17'16"E., ALONG THE WEST LINE SAID LOT 4, 33.03 FEET (R=33.0) TO A ONE HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE CALLED "NORTH 100 FEET OF THE EAST HALF" OF SAID BLOCK 4, RECORDED IN VOLUME 2126 OF PAGE 27 OF SAID OFFICIAL PUBLIC RECORDS FOR AN INTERIOR CORNER HEREOF;

THENCE N.75°48'26"E., ALONG THE SOUTH LINE SAID CALLED NORTH 100 FEET, 164.94 FEET (R=165.0) TO AN "RPC" SET ON THE WEST LINE OF SAID CALLED "EAST 10 FEET OF LOTS 3 AND 4", FOR THE EAST NORTHEAST CORNER HEREOF;

THENCE S.14°15'35"E., ALONG THE WEST LINE OF SAID 10 FOOT STRIP, AT 99.92 FEET (R=100.0) PASSING A ONE HALF INCH IRON ROD AT THE EAST COMMON CORNER OF THE TRACTS CALLED IN VOLUME 735 ON

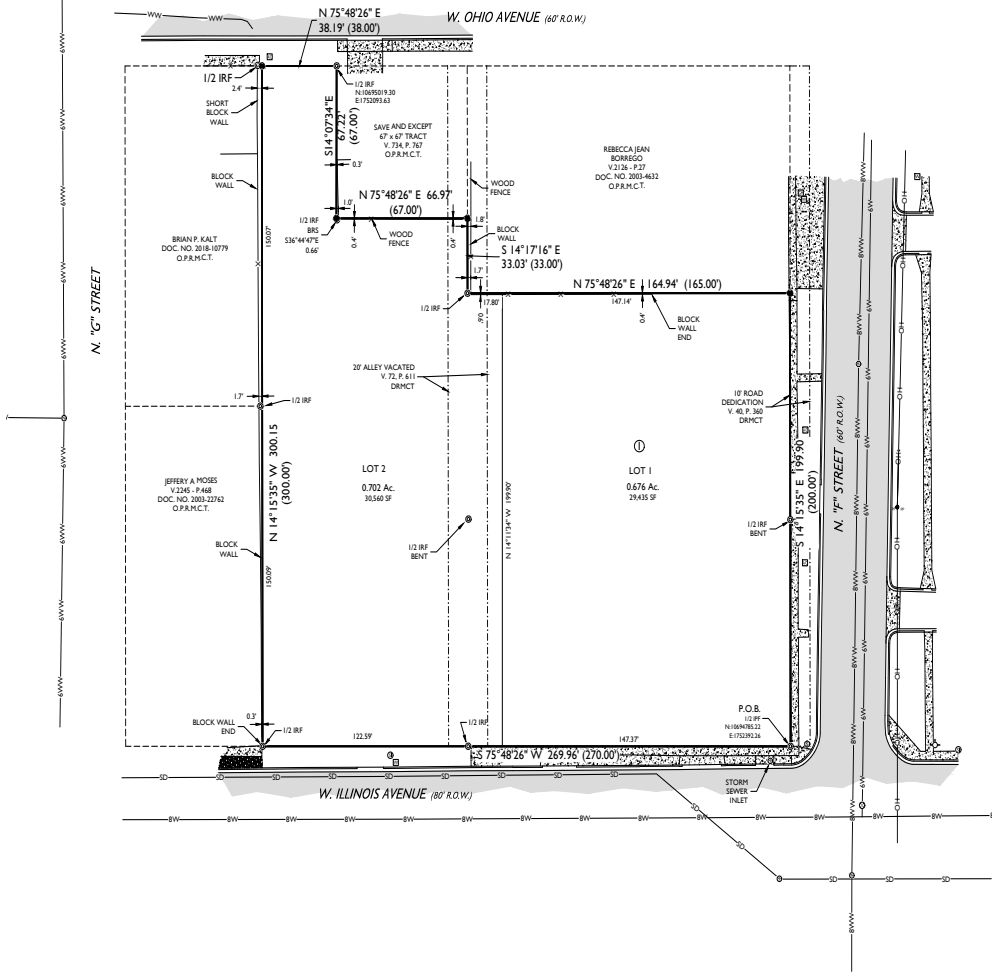
PAGE 546 AND VOLUME 751 ON PAGE 97 OF SAID OFFICIAL PUBLIC RECORDS, IN ALL 199.90 FEET (R=200.0) TO THE **POINT OF BEGINNING**, CONTAINING 59995.5 SQUARE FEET OR 1.38 ACRES OF LAND.

March 22, 2022

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

WEST MIDLAND ADDITION
SECTION 2

A 1.38 ACRE TRACT OF LAND SITUATED IN AND BEING PORTIONS OF LOTS 1, 2, 3, AND 4, OF BLOCK 4, WEST MIDLAND ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS MELLEN FAMILY INVESTMENTS LLC IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 27, BLOCK 39, T-1-S, T&P. RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MELLEN FAMILY INVESTMENTS LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS WEST MIDLAND ADDITION, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON, AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ , _____

THE _____ DAY OF _____, 2022.

BY: ANDREW MELLEN

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ANDREW MELLEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME 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 _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY W. SHOULTS, R.P.L.S. NO. 6461
MAVERICK, TEXAS FIRM #10194514
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY

BY: _____

AT&T

BY: _____

SUDDENLINK COMMUNICATION

BY: _____

GRANDE COMMUNICATION

BY: _____

ONCOR ELECTRIC DELIVERY

BY: _____

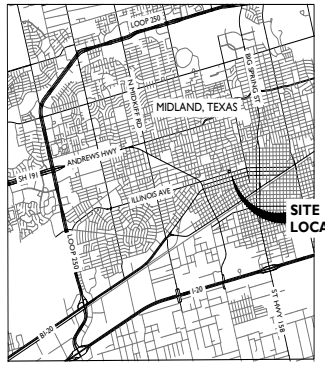
CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF WEST MIDLAND ADDITION, SECTION 2, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ DAY OF _____ 2022.

LUCY SISNIEGA, CHAIRMAN

ELIZABETH SHAUGHNESSY, SECRETARY



VICINITY MAP

N.T.S.



0' 30' 60'

ORIGINAL SCALE: 1" = 30'

LEGEND

DENOTES FOUND MONUMENT AS NOTED	DENOTES BOUNDARY LINE
DENOTES SET ½ IR w/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"	DENOTES EXISTING PROPERTY LINES
DENOTES CALCULATED CORNER	DENOTES EXISTING EASEMENT LINE
DENOTES EXISTING WELL OR GUY ANCHOR	DENOTES EXISTING OVERHEAD ELECTRIC LINE
DENOTES EXISTING POWER POLE	DENOTES EXISTING FENCE OR WALL (TYPE NOTED)
DENOTES EXISTING CLEANOUT	DENOTES EXISTING STORM DRAIN
DENOTES EXISTING WATER METER	DENOTES EXISTING WASTE WATER LINE W/ SIZE
DENOTES EXISTING WATER VALVE	DENOTES EXISTING WATER LINE W/ SIZE
DENOTES EXISTING FIRE HYDRANT	
DENOTES EXISTING MANHOLE	DENOTES PAVEMENT
DENOTES EXISTING GAS METER	DENOTES CONCRETE
DENOTES EXISTING STUB OUT	DENOTES RIPRAP
DENOTES EXISTING STOP SIGN	O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
DENOTES EXISTING SIGN	D.R.M.C.T. DEED RECORDS, MIDLAND CO., TX
	P.R.M.C.T. PLAT RECORDS, MIDLAND CO., TX
	( ) RECORDED MEASUREMENT

DEVELOPMENT 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 THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:*
   (1) THE REPRESENTED LOTS ARE REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR .
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. *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 INCREASED.*

SURVEY NOTES:

1. *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.*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
3. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0201F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF SURVEYOR SURVEYING COMPANY.

PROPERTY OWNER

MELLEN FAMILY INVESTMENTS LLC
1909 W. WALL STREET
MIDLAND, TEXAS - 79701
DEED INSTRUMENT #

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

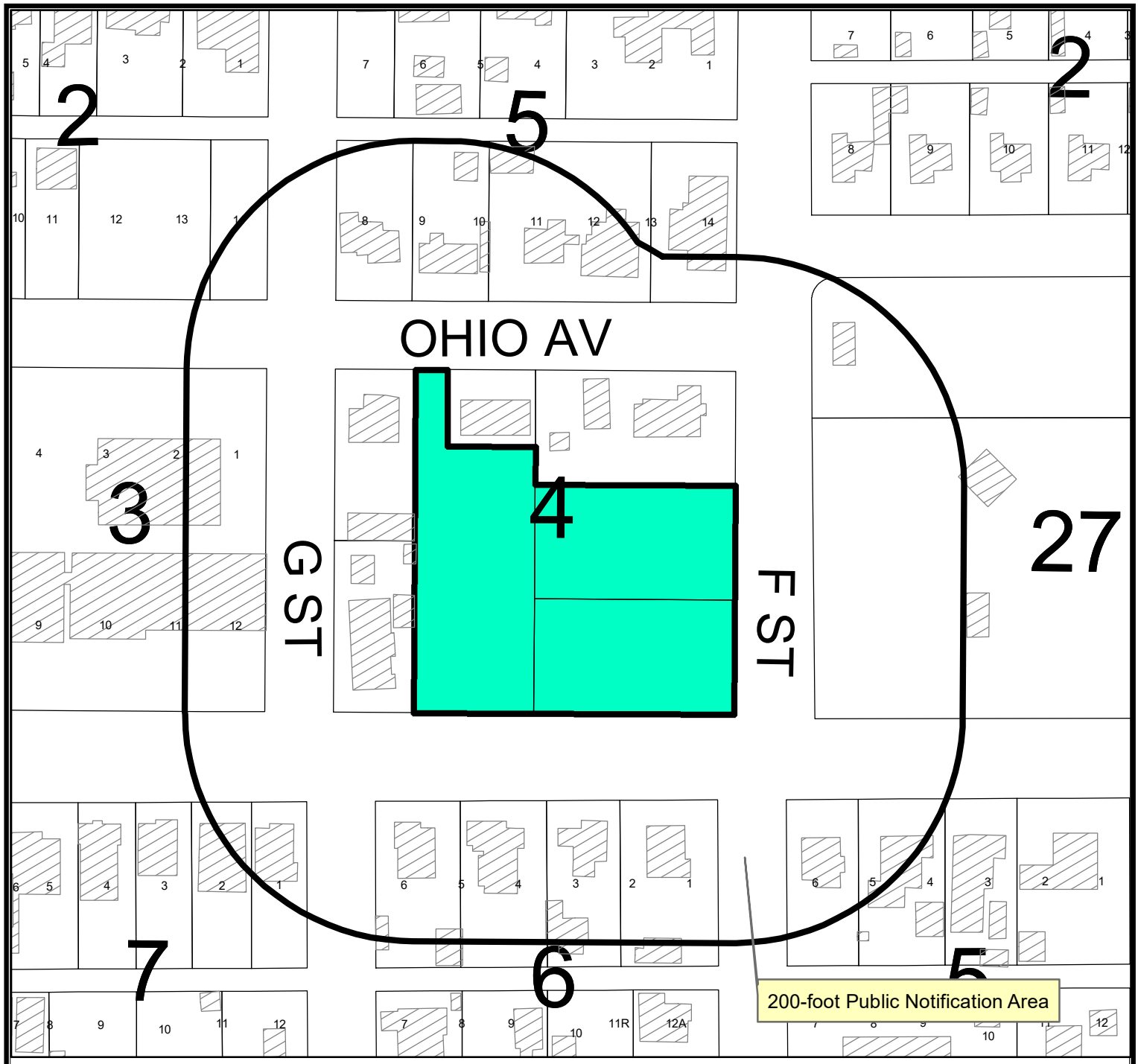
DATE _____ PAGE _____

MAVERICK
CIVIL ENGINEERING / LAND SURVEY
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F- 15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

May 10, 2023

WEST MIDLAND ADDITION
SECTION 2

Drawing: P:\2022\220002-MELLEN FAMILY INVESTMENTS-MAVERICK OFFICE\DRAWINGS\PLAT\220002 SKETCH PLAT.DWG Last Saved By: AKalensk on 3/18/22



LOCATION MAP

Z-22-0291 **Scale: 1" = 1500'**

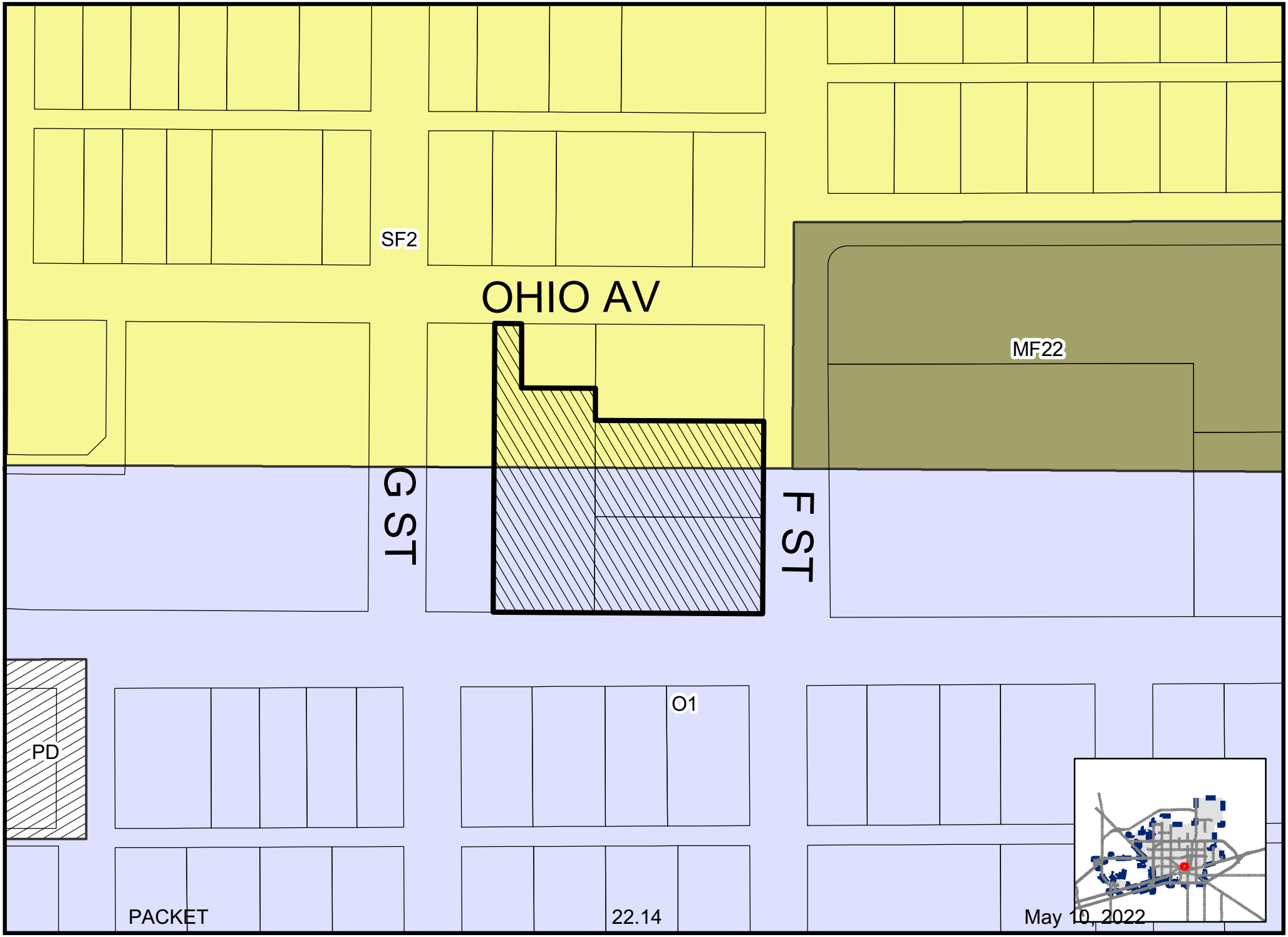
Request by Mellen Family Investments, LLC for a Zone Change from O-1, Office District, in part and SF-2, Single Family Housing District, in part to O-1, Office District, on a 1.38-acre tract of land out of Lots, 1, 2, 3 and 4, Block 4, West Midland Addition, City and County of Midland, Texas. Generally located on the northwest corner of the intersection of F Street and Illinois Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR PRIOR 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 JS, 3/24/2022

Z-22-0291

Scale: 1" = 1500'

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: 23

Meeting Date: May 10, 2022

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 LOTS 14 THROUGH 21, BLOCK 7, AND LOTS 1 THROUGH 8, BLOCK 8, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST AND WEST SIDES OF SOUTH BENTON STREET, APPROXIMATELY 217 FEET NORTH OF ORCHARD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Midland Habitat for Humanity is requesting a zone change from PD, Planned Development District to Amended PD, Planned Development District to make an amendment to the ordinance for Lots 14-21, Block 7, and Lots 1-8, Block 8, Nueva La Jolla Addition, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for a Housing Development (Ordinance No. 6486)

Surrounding Zoning and Land Use:

The properties to the north are zoned C, Commercial District, and the location of vacant lots. The properties to the east are zoned LI, Light Industrial District, and the location of vacant land. The property to the south is zoned C, Commercial District, and the location of mini storage units and vacant lot. The property to the west is zoned PD, Planned Development District, and the location of mobile homes.

Analysis:

Midland Habitat for Humanity is requesting to amend the site plan to modify the building site for the development of single-family homes. The property is currently vacant and in the process of being replatted. The current site plan allows for the development of mobile homes. The new site plan, attached hereto as Exhibit A, will allow for the development of single-family homes. Exhibit A also shows a modification of the lot area from 10 lots to 11 lots on Block 7 and 8. The proposed lot dimensions are about 43 feet by 107 feet and 42 feet by 106 feet, which is a reduction of the current lot dimensions. No additional changes or modifications of the property are being proposed.

This proposed Planned Development amendment 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. 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 with Conditions)

No objection to zone change.

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 the majority of 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 of 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 of finish construction will be required for the Certificate of Occupancy.

Code: (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 of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

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:

The request does fit with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. This designation calls for U-M, Urban-Medium. These areas are intended to be a mix of complementary uses, including single-family housing, multi-family housing, civic and institutional uses, as well as commercial and mixed uses. Urban-Medium encourages closer proximity between transportation, housing, and shopping choices.

This request was approved at the April 18, 2022, Planning & Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from PD, Planned Development District for a Housing Development to Amended PD, Planned Development District for a Housing Development subject to conditions A through C.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

B. **That this property shall significantly conform to the site plan, attached hereto and incorporated herein as Exhibit A.**

C. **That the minimum lot width shall be 42 feet.**

Letters of Objection:

Staff has not received any letters of objection as of May 4, 2022.

Attachments:

Application
Site Plan (Exhibit A)
Floor Plan and Elevations (Exhibit B)
Ordinance 6486
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 THROUGH 21, BLOCK 7, AND LOTS 1 THROUGH 8, BLOCK 8, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST AND WEST SIDES OF SOUTH BENTON STREET, APPROXIMATELY 217 FEET NORTH OF ORCHARD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 14 through 21, Block 7, and Lots 1 through 8, Block 8, Nueva La Jolla Addition, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the minimum lot width shall be 42 feet.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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"

PRELIMINARY PLAT

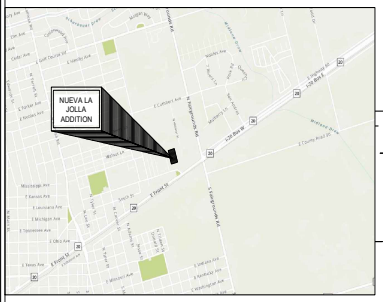
NUEVA LA JOLLA ADDITION, SECTION 5

BEING A REPLAT OF LOTS 14-21, BLOCK 7 AND LOTS 1-8, BLOCK 8,
NUEVA LA JOLLA ADDITION,
CITY AND COUNTY OF MIDLAND, TEXAS

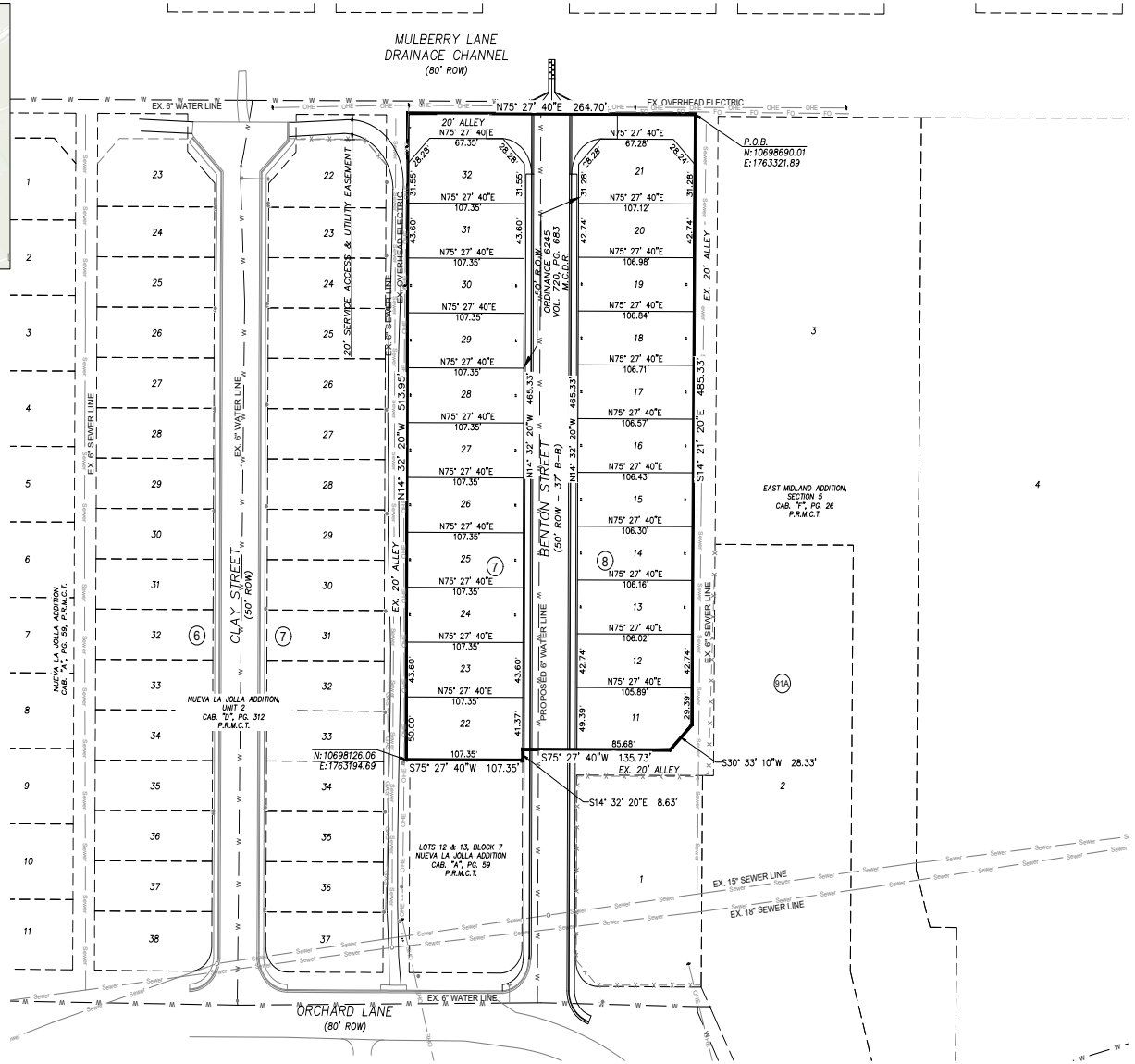
GRAPHIC SCALE

50 0 50 100

(IN FEET)
1 INCH = 50 FT.



LOCATION MAP
N.T.S.



NOTE:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. BEARINGS/DISTANCES/COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 NAD, TEXAS CENTRAL ZONE, WITH A COMBINED GRID FACTOR OF 0.999907776 AND A THETA ANGLE OF -00°53'09".

4. THE AREA SHOWN ON THIS PLAT IS PARTIALLY IN FLOOD ZONE X AND PARTIALLY IN FLOOD ZONE AE ACCORDING TO FIRM MAP NUMBER 48329C0093F DATED SEPTEMBER 16, 2005.

5. 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.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MIDLAND HABITAT FOR HUMANITY, is the record owner of Lots 14-21, Block 7 and Lots 1-8, Block 8, Nueva La Jolla Addition, an addition to the City of Midland, as per plat recorded in Cabinet "A", Page 59, Plat Records, Midland County, Texas and being more particularly shown hereon.

Now, therefore, know all men by these presents:

That I, JOEY HOPKINS, do hereby adopt this plat designating the hereinabove described property as NUEVA LA JOLLA ADDITION, SECTION 5, an addition to the City of Midland, Texas, and hereby dedicate to the public use forever of the streets and easements shown hereon.

WITNESS my hand at Midland, Texas, this the _____day of _____, 2022

MIDLAND HABITAT FOR HUMANITY
JOEY HOPKINS, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This plat was acknowledged before me on _____, 2022 by JOEY HOPKINS.

Notary Public, State of Texas

OWNER:

MIDLAND HABITAT FOR HUMANITY
P.O. BOX 2555
MIDLAND, TEXAS 79701
(432) 682-9606

UTILITY COMPANY CERTIFICATE:
This plat has been checked for accessibility of utilities.

Signed: _____ Oncor Electric Delivery Company
Signed: _____ Suddenlink
Signed: _____ A. T. & T.
Signed: _____ Grande Communications
Signed: _____ Atmos Energy

CERTIFICATE OF APPROVAL:
For approval by the Commission:

This is to certify that the above and foregoing plat of NUEVA LA JOLLA ADDITION, SECTION 5 was approved by proper action of the Planning and Zoning Commission of the City of Midland, Texas, on this _____ day of _____, 2022.

Signed: _____ Lucy Sisniega, Chairman
Signed: _____ Elizabeth Shaughnessy, Secretary

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO._____CABINET_____
DATE_____PAGE_____

SURVEYOR'S CERTIFICATE:
KNOW ALL MEN BY THESE PRESENTS: THAT I, _____, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF MIDLAND, TEXAS.

DATED: _____, 20__

REGISTERED PROFESSIONAL SURVEYOR

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PACKET 23.9 May 10, 2022

KELLY SURVEYING CO.
2532 BAINBRIDGE DR.
ODESSA,TX. 79762
(432) 349-5894
TBPLS FIRM#10194393

NUEVA LA JOLLA ADDITION, SECTION 5
SCALE: 1" = 50' | DRAWN BY: CBD
DATE: MARCH 2022 | FILE NAME:
NEWTON ENGINEERING, PC.
4514 N. Garfield Rotary Dr. Midland, Texas 79707 (432) 770-0489 | T-10990 | 2306 E. 8th St. Odessa, Texas 79761 (432) 599-4181
PRELIMINARY PLAT | PROJECT NUMBER 22-MID1191

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-22-0290

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Chase Dunnam		Phone ( ) Email	
Address: 4501A Santa Rosa Dr	City: Midland	State: TX	Zip: 79707

Property Owner Printed Name: Midland Habitat For Humanity		Phone ( ) Email	
Address: P.O. Box 2555	City: Midland	State: TX	Zip: 79701

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: Chase Dunnam		Phone (432) 559-5128 Email chase@newtoncivil.com	
Address: 4501A Santa Rosa Dr	City: Midland	State: TX	Zip: 79707

Street Address: None Assigned

Legal Description
Lot: Block: Subdivision: Lots 14-21, Block 7 & Lots 1-8, Block 8, Nueva La Jolla Addition

Current Zoning: PD	**Proposed Zone:** PD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To conform to the development of the site

Present Use of Property: Undeveloped pasture

Proposed Use of Property: Single family homes

How would this zone change affect the public health, safety and welfare? No negative impact to the public.

Describe how conditions affecting the property have changed since present zoning designation: The property is now planned to develop as single family homes rather than manufactured homes.

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)

RECEIVED
MAR 22 2022
By: Rodriguez

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed): Joey Hopkins	
Property Owner (signature):	Date: 3/22/22
Property Owner (printed) : Joey Hopkins, E.D. of Midland Habitat	

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 appeared Chase Dunnam who, being by me duly sworn, upon oath says: That (s)he is the owner of Habitat for Humanity or authorized by Joey Hopkins, 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 22nd day of March, 2022, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check # Card
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)

Received By: Paul Rodriguez Date: 3/22/22

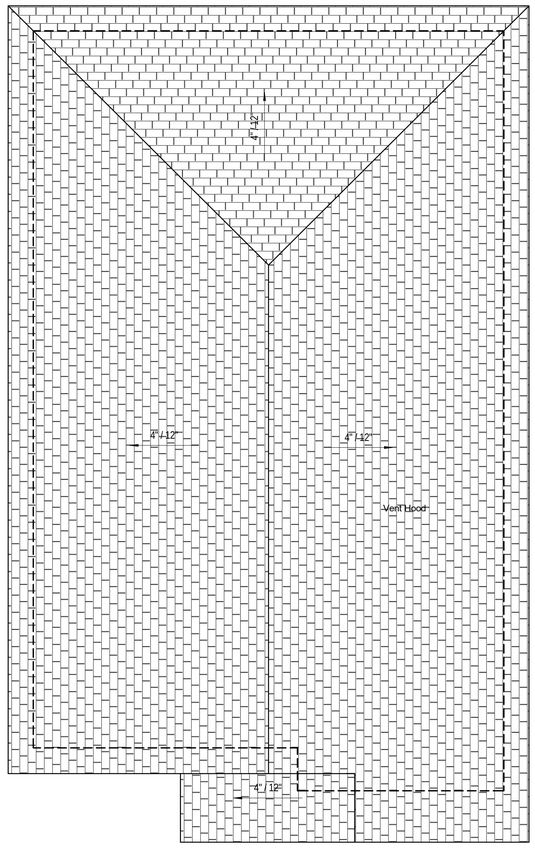
RECEIVED
MAR 22 2022
BY: Paul Rodriguez

* Application will not be considered for scheduling until reviewed by a planner.

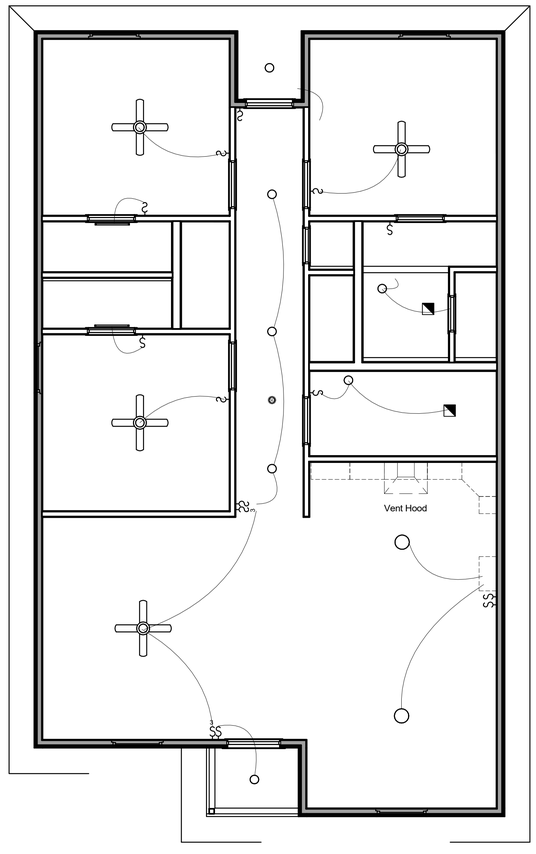
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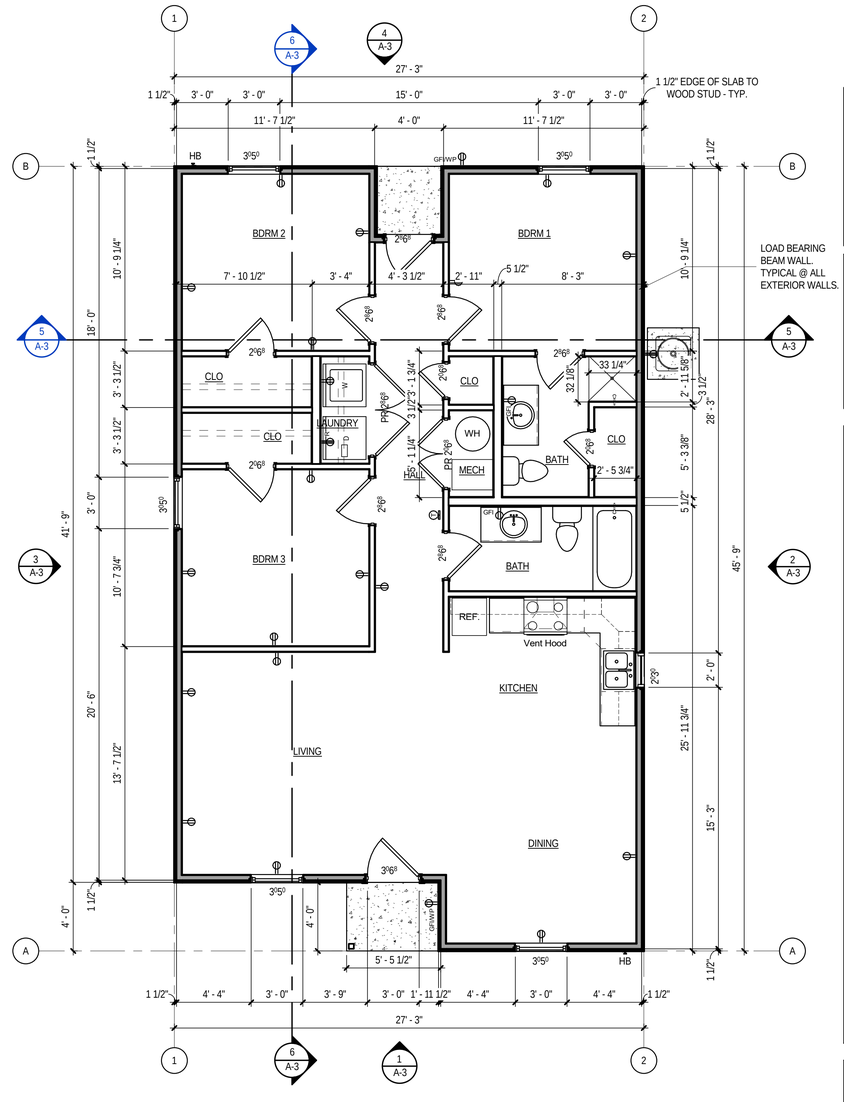
REVISION
NO. DATE: DESCRIPTION:



C A-2 ROOF PLAN
1/4" = 1'-0"



B A-2 CEILING PLAN
1/4" = 1'-0"



A A-2 FLOOR PLAN
1/4" = 1'-0"

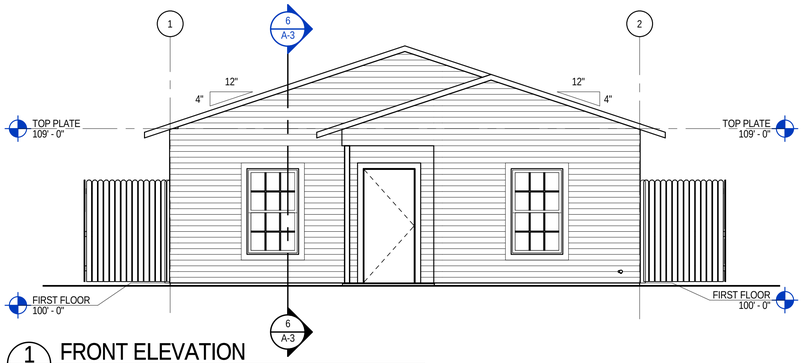
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DATE	DESCRIPTION

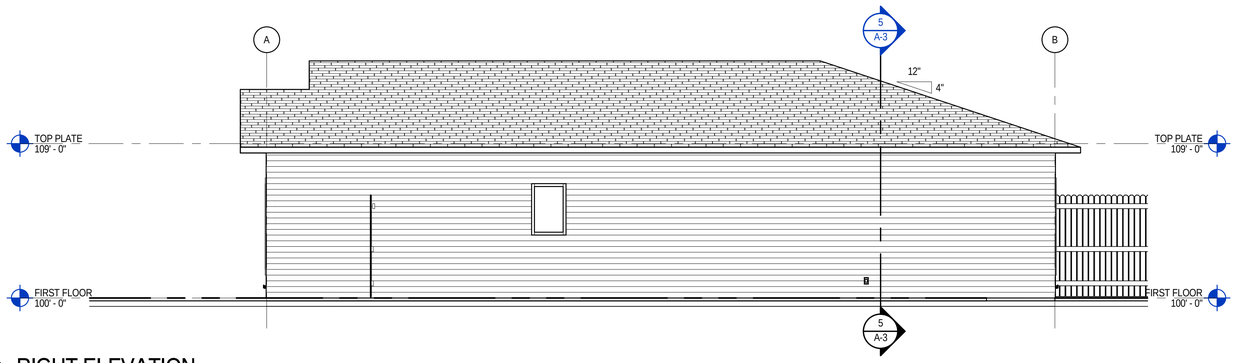
Project: 05020
ODESSA, TEXAS 79761
FLOOR PLAN
HABITAT FOR HUMANITY
SINGLE FAMILY RESIDENCE
DATE: 06/17/21
2/16/2022 6:08:56 PM

SHEET:
A-2

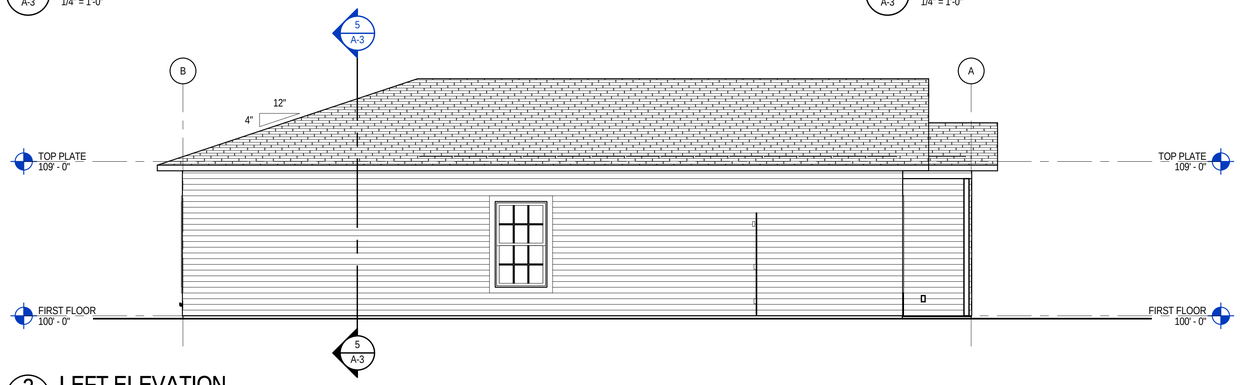
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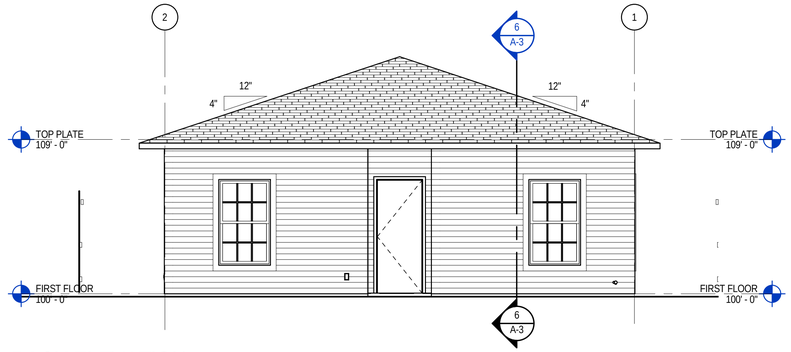
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A-3 — 1/4" = 1'-0"



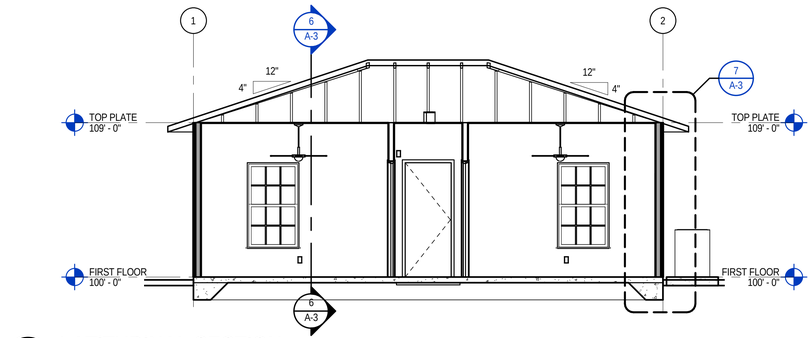
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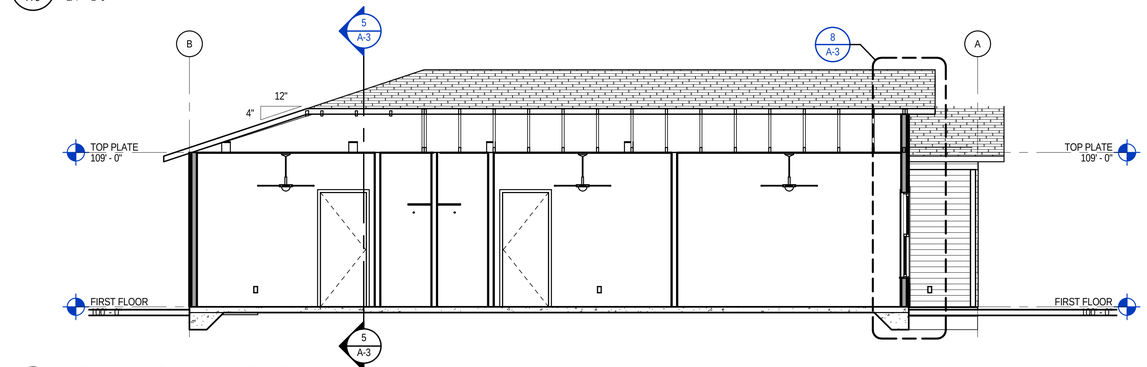
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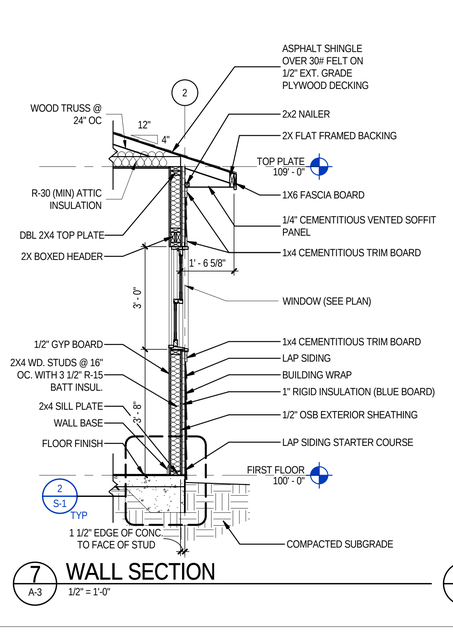
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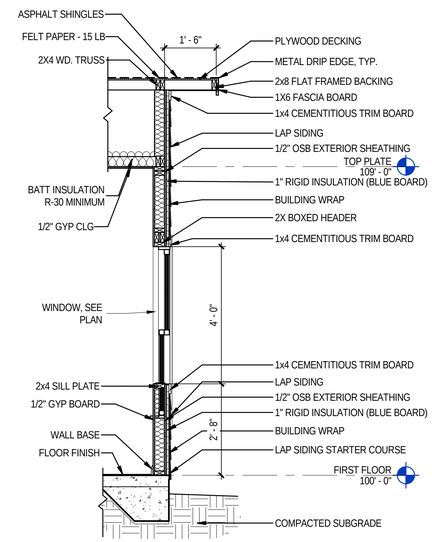
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6 LONGITUDINAL SECTION
A-3 — 1/4" = 1'-0"



7 WALL SECTION
A-3 — 1/2" = 1'-0"



8 WALL SECTION 2
A-3 — 1/2" = 1'-0"

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REVISION
NO. DATE: DESCRIPTION:

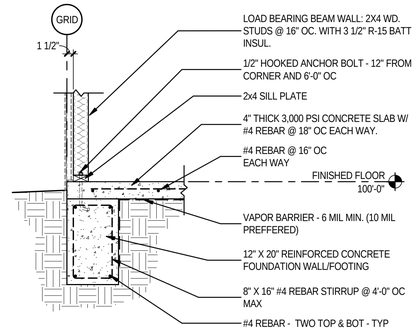
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ELEVATIONS, SECTIONS AND DETAILS
HABITAT FOR HUMANITY
SINGLE FAMILY RESIDENCE
Project: 05020
ODESSA, TEXAS 79761
DATE: 06/17/21

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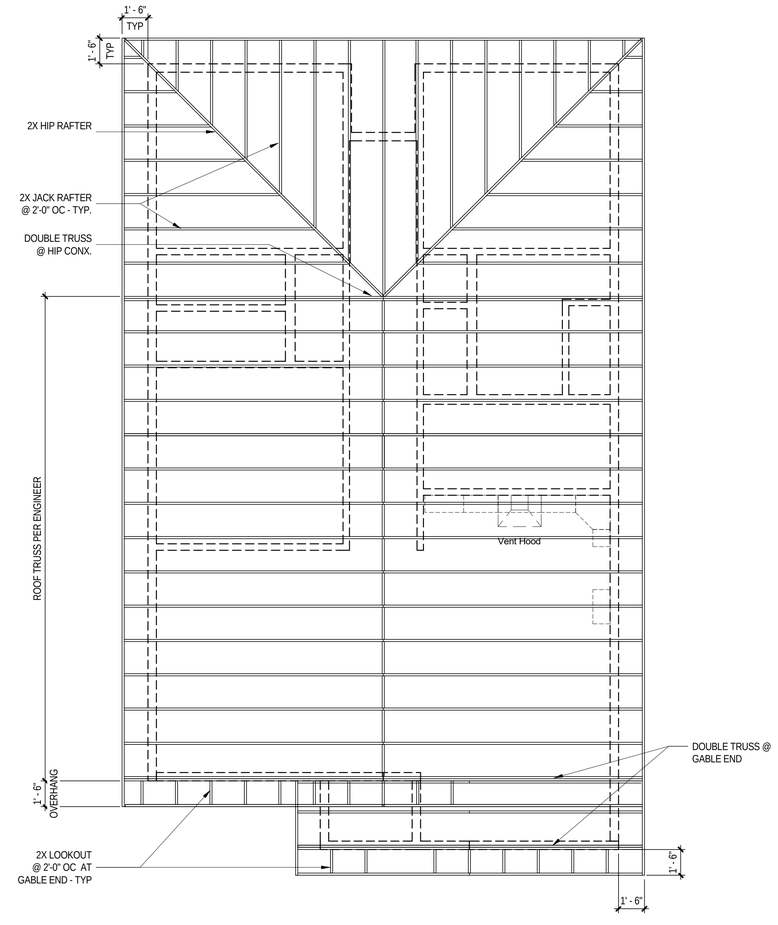
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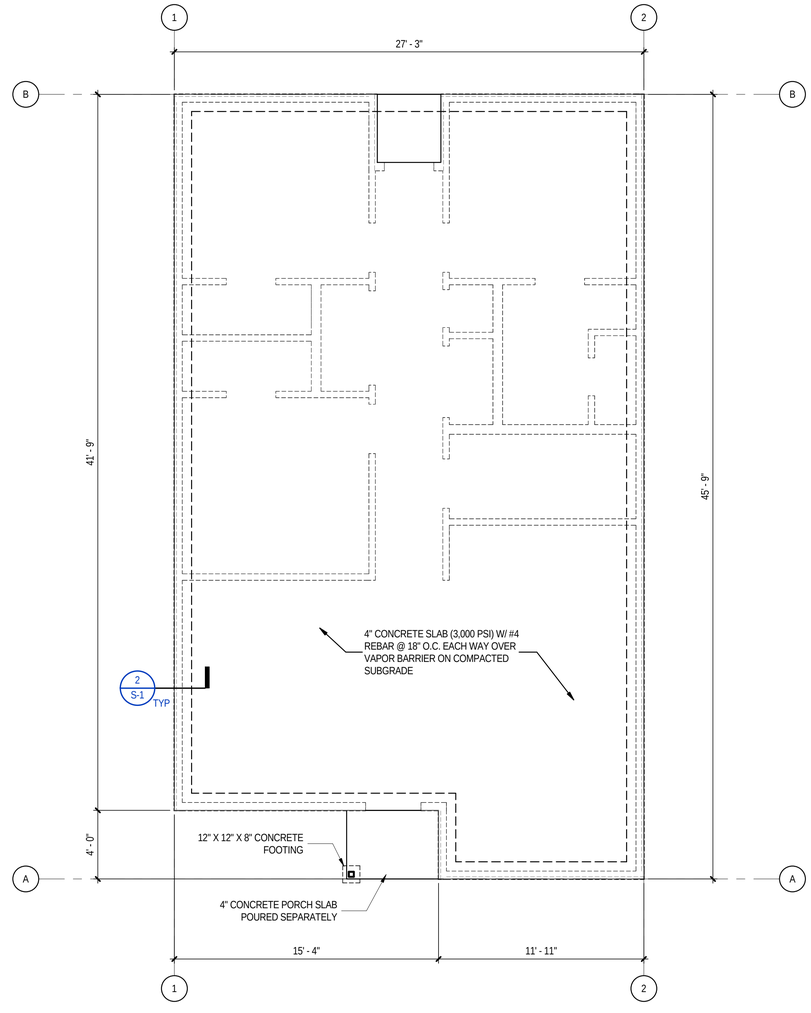
2 S-1 FOUNDATION DETAIL

3/4" = 1'-0"



3 S-1 FRAMING PLAN

1/4" = 1'-0"



1 S-1 FOUNDATION PLAN

1/4" = 1'-0"

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REVISION

NO.	DATE:	DESCRIPTION:

ISSUED

DATE	DESCRIPTION
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Project: 05020

FOUNDATION AND FRAMING PLANS

HABITAT FOR HUMANITY

SINGLE FAMILY RESIDENCE

ODESSA, TEXAS 79761

DATE: 05/17/21

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SHEET:

S-1

pr

3

ORDINANCE NO. 6486

AN ORDINANCE AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "MH", MOBILE HOME DWELLING DISTRICT, TO BE USED AS A "PLANNED DISTRICT" FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE SITE PLANS, ORDINANCES AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF ONE THOUSAND DOLLARS ($1,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter One, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned "MH", Mobile Home Dwelling District, and it shall be used as a "Planned District" for a Housing Development, subject to the special conditions and restrictions hereinafter set out.

Said property is described as follows:

Lots 12-22, Block 6; Lots 1-11 and 14-21, Block 7; Lots 1-8, Block 8; Nueva LaJolla Addition to the City of Midland, Midland County, Texas.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the use and development of the property shall conform to all regulations of an "MH", Mobile Home Dwelling District, except as indicated otherwise on the site plans attached hereto, marked Exhibit "A" and Exhibit "B" and made a part hereof for all legal purposes. Exhibit "A" identifies the existing lot development for those lots located on the west side of Clay Street. Exhibit "B" identifies the typical lot development for the balance of the area, those lots located on the east side of Clay Street and both sides of Benton Street.

2. That a two foot (2') side yard setback for optional detached accessory buildings as shown on Exhibit "A" may be observed on the lots developed on the west side of Clay Street only. All other locations shall observe a minimum three foot (3') side yard setback for detached accessory structures, if installed.

3. That metal carports and storage buildings indicated on Exhibits "A" and "B" are optional, but if installed, they shall be located as indicated on said Exhibits "A" and "B".

4. That individual lots may be sold or leased following approval by the Planning and Zoning Commission of a final subdivision replat of this tract, consistent with the approved exhibits, including a requirement for curb, gutters and paving of Clay and Benton Streets, between Mulberry and Orchard Lanes.

SECTION THREE. That 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 one thousand dollars ($1,000.00).

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 law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 13th day of November, A.D., 1984; and passed to second reading on motion of Councilman Godfrey, seconded by Councilman Hatfield, by the following vote:

Councilmen voting "AYE": Godfrey, Hatfield, Akins, and Marcum

Councilmen voting "NAY": Davidson and Hotchkiss

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Councilman Davidson, seconded by Councilman Marcum, on the 27th day of November, A.D., 1984, at a regular meeting of the City Council:

Councilmen voting "AYE": Davidson, Marcum, Godfrey, Hatfield and Hotchkiss

Councilmen voting "NAY": None

PASSED AND APPROVED THIS 27th day of November, A.D., 1984.

G. Thane Akins, Mayor

ATTEST:

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney

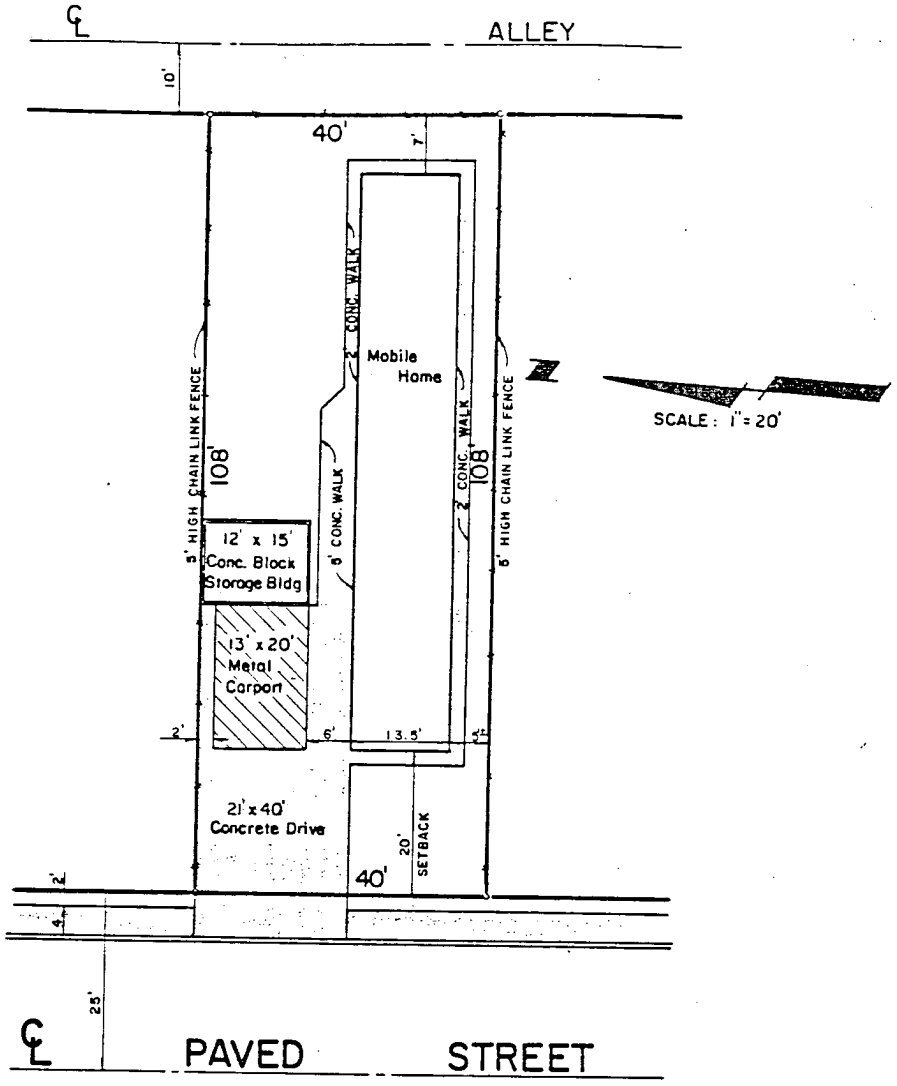


EXHIBIT A

EXISTING LOT ARRANGEMENT

FOR
NUEVA LA JOLLA ADDITION,
UNIT 2
MIDLAND, TEXAS

Prepared By
S. W. HOWELL ENGINEERING, INC.
Consulting Engineers, Surveyors & Land Planners
ODESSA, TEXAS

PACKET 23.19 May 10, 2022

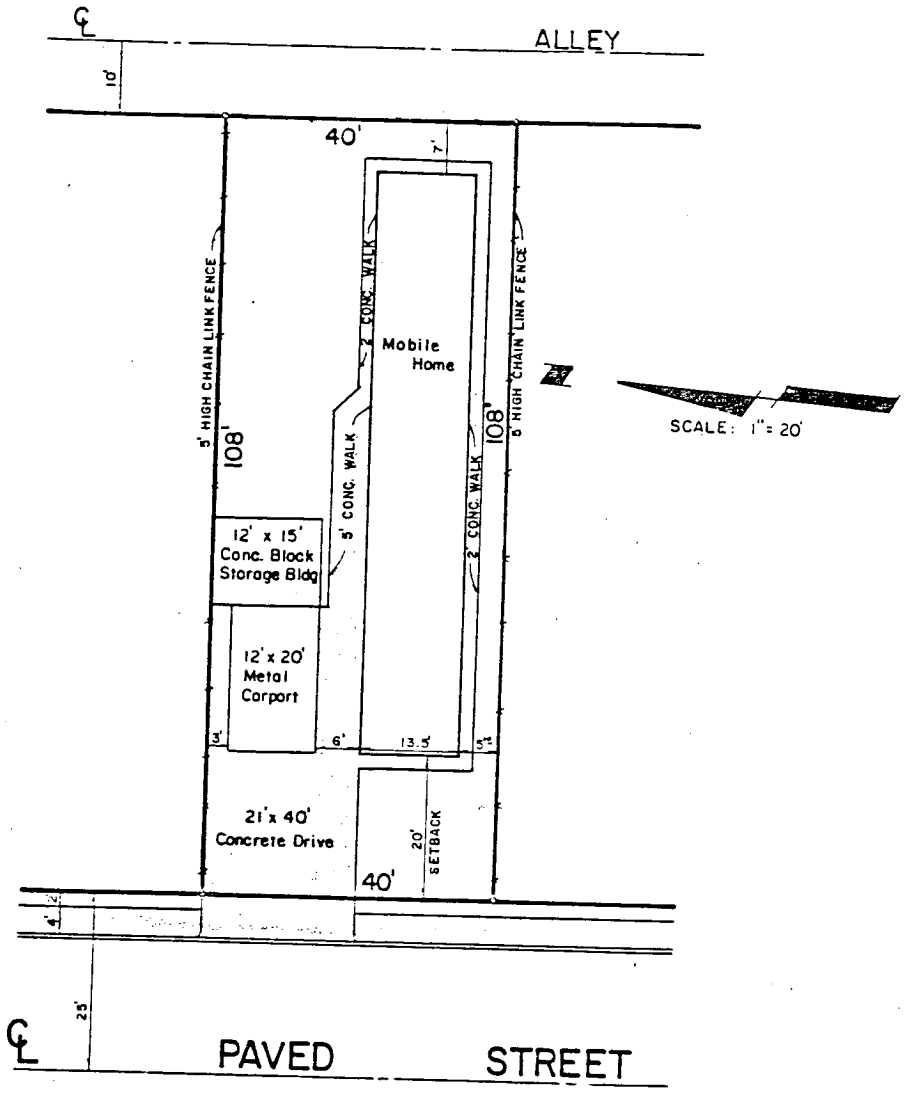
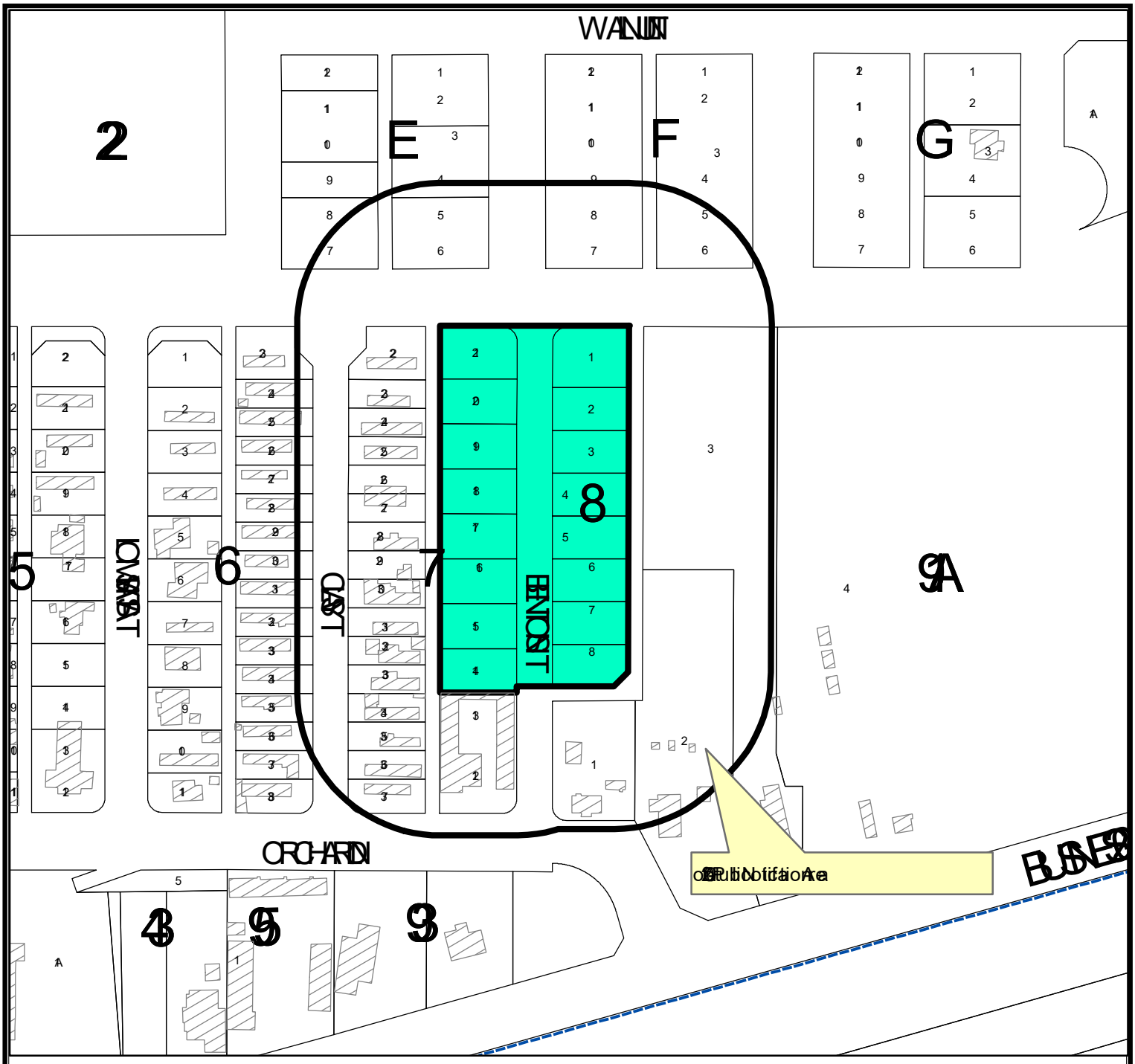


EXHIBIT B

TYPICAL LOT ARRANGEMENT

FOR
NUEVA LA JOLLA ADDITION,
UNIT 2
MIDLAND, TEXAS

Prepared By
S. W. HOWELL ENGINEERING, INC.
Consulting Engineers, Surveyors & Land Planners
ODESSA, TEXAS



LOCATION MAP

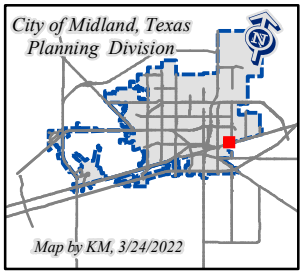
Z-22-0290 **Scale: 1" = 200'**

Consider a request by Midland Habitat for Humanity for a zone change on Lots 14-21, Block 7 and Lots 1-8, Block 8, Nueva La Jolla Addition, City and County of Midland, Texas.

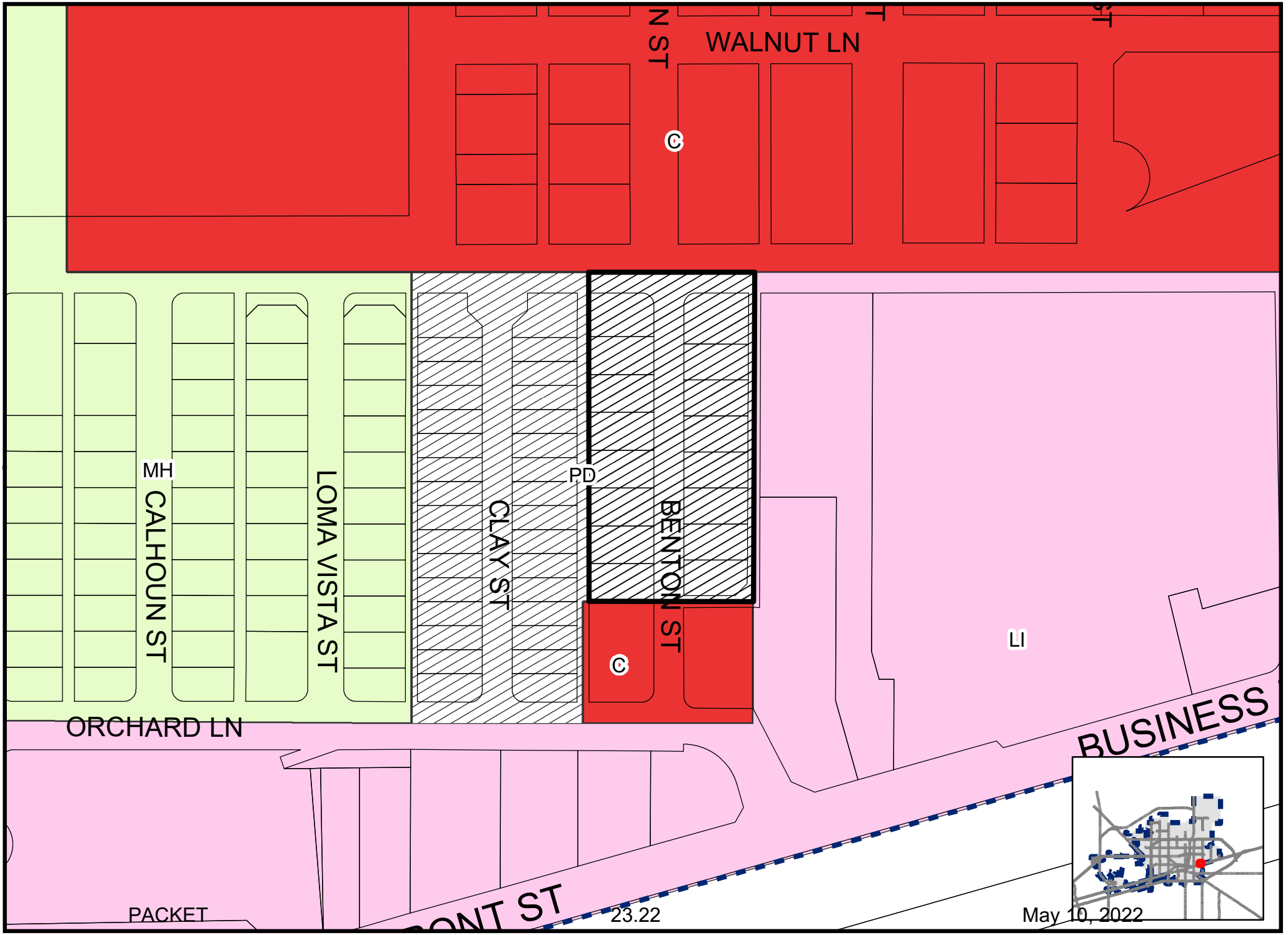
Generally located on the east and west side of Benton Street, approximately 217-feet north of Orchard Lane. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 1//31/2022

Z-22-0290

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: 24

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Paul Rodriguez, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF LOT 1-J, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WADLEY AVENUE, APPROXIMATELY 254 FEET EAST OF NORTH GARFIELD STREET), 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 3) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Debra Holt, is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in a restaurant at 2101 W Wadley Avenue, Suite 12, Midland, Texas 79701.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north, east, and west are all zoned RR, Regional Retail District, and the locations of restaurants, retail stores, a gas station, and a Community National Bank. The properties to the south are zoned O-1, Office District, and SF-1, Single-Family Dwelling District and are the locations of offices and single-family housing.

Analysis:

The applicant is requesting a Specific Use Designation to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned RR, Regional Retail District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Spitz Mediterranean is not currently in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto a “Exhibit A” illustrates that the establishment has a total square footage of 4,800 square feet, with an alcohol serviceable area of 2,452 square feet. This site will have adequate parking and restroom facilities.

The proposed days and hours of operation are:

Monday through Thursday from 8:00 a.m. to 9:00 p.m.
Friday through Saturday from 8:00am to 9:00 p.m.
Sunday: Closed

The proposed days and hours of alcohol service are:

Monday through Saturday from 8:00am to 12:00 a.m. (midnight)

Per Midland City Code 5.4.4. –Prohibited place 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 churches or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

GIS: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD for Spitz Mediterranean is acceptable. The property must adhere to the maximum occupant load of 163 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Spitz Mediterranean is an establishment that will provide Midland residents with a unique social gathering experience.

This request was recommended for approved at the April 18, 2022, 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 conditions A through G.

Conditions:

A. That the alcoholic serviceable area of the restaurant shall be limited to approximately 2,452 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 Saturday from 8:00 a.m. to 12:00 a.m. (Midnight)

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 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of May 4, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Robert Patrick

City Manager's Office

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-22-0129

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DEBRA HOLT		Phone (432)661 2972 Email debraholt03@gmail.com	
Address 2101 W WADLEY STE. 12	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: PLAZA OAKS BPRE INVESTORS LLC		Phone (310)993 2381 Email arizonaretailshaun@gmail.com	
Address 1539 SAWTELLE BLVD. STE. #9	City LOS ANGELES	State CA	Zip 90025

Representative *(if different from Applicant or Property Owner)* Firm: - Printed Name: DEBRA HOLT		Phone ( ) Email debraholt03@gmail.com	
Address 2101 W WADLEY STE 12	City MIDLAND	State TX	Zip 79705

Street Address: 2101 W. WADLEY AVE #12

Business Name: SPITZ MEDITERRANEAN

Legal Description
Lot: IC-J Block: 005 Subdivision: COLONY PLACE

Current Zoning: RR, REGIONAL RETAIL DISTRICT

Reason for Request: LIQUOR LICENSE

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT W/A BAR

Proposed/Current Days and Hours of Operation: MONDAY - THURSDAY 11:00 AM TO 9:00 PM
FRIDAY AND SATURDAY 11:00 AM TO 9:00 PM SUNDAY CLOSED

Proposed Days and Hours of Alcohol Service: MONDAY - THURSDAY 11:00 AM TO 9:00 PM
FRIDAY AND SATURDAY 11:00 AM TO 10:00 PM SUNDAY CLOSED

Total Square Footage of Business: 4800 SF

Square Footage of Alcohol Serviceable Area: 2452 SF

Restroom Fixtures:			
Men	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 2
Women	**Toilets:** 2	**Bathroom Sinks:** 2

RECEIVED
MAR 16 2022
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): Debra Holt	Date: 03/15/2022
Applicant (printed): Debra Holt	
Property Owner (signature):	Date: 03/15/2022
Property Owner (printed) : SHAUN KRASOWSKI - DIRECTOR	

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

Before me, the undersigned authority, on this day personally appeared Debra Holt who, being by me duly sworn, upon oath says: That (s)he is authorized by Shaun Krasowski, 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.

Debra Holt
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 16th day of March, 2022, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

Dalia Salinas
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

RECEIVED
MAR 16 2022
BY:

Application will not be considered for scheduling until reviewed by a planner.

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # 1004	☐ Plans in Digital Format (PDF/JPEG)
Received By: Paul Rodriguez	Date: 3/16/22

RECEIVED
MAR 16 2022
BY: .....

Application will not be considered for scheduling until reviewed by a planner.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF LOT 1-J, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WADLEY AVENUE, APPROXIMATELY 254 FEET EAST OF NORTH GARFIELD STREET), 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

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 4,800-square foot portion of Lot 1-J, Block 5, Colony Place, Section 5, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District .

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,452 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 8:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

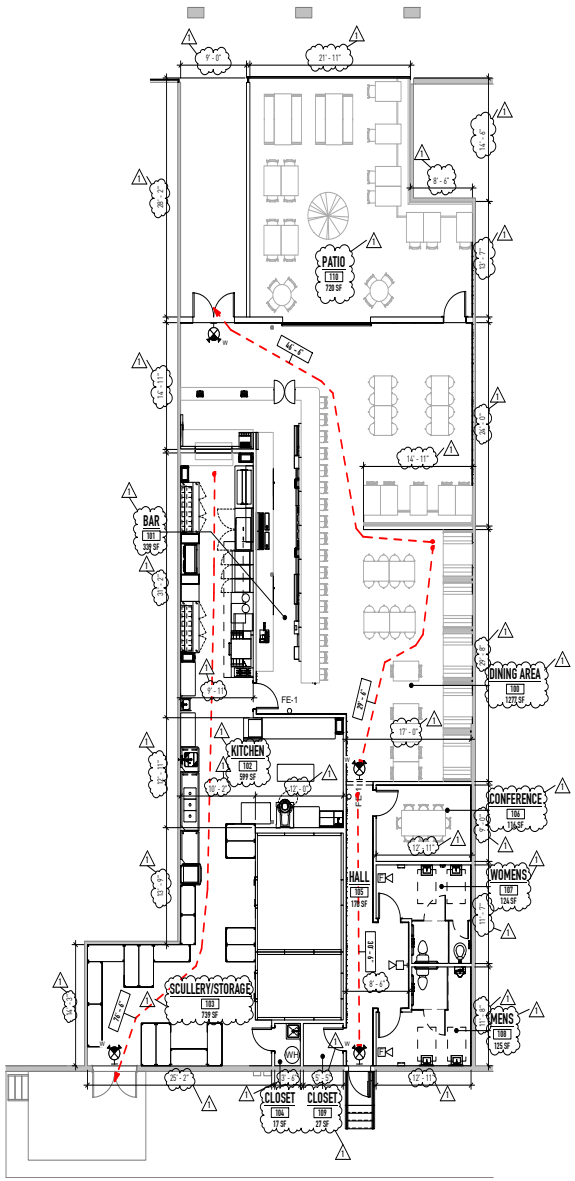
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



1 LIFE SAFETY PLAN
G1.2 SCALE: 1/8" = 1'-0"

CODE SUMMARY ANALYSIS

OCCUPANCY A-2
ACCESSORY USES ..... N/A
CONSTRUCTION TYPE ..... III-A
SPRINKLER SYSTEM ..... N/A
BUILDING SF ..... 4800 SF
ALLOWABLE SF ..... N/A
NUMBER OF STORIES 1

EGRESS

REQUIRED EXITS 2
EXITS PROVIDED 3
REQUIRED WIDTH .....
ACTUAL WIDTH .....
ALLOWABLE TRAVEL DISTANCE (1016.2.2) ..... 75'-0"
COMMON PATH OF TRAVEL (1014.3) ..... N/A

BAR	- 339 SF
DINING AREA	- 1277 SF
PATIO	- 720 SF
CONFERENCE ROOM	- 116 SF
ALCOHOL-SERVICEABLE AREA	- 2452 SF

OCCUPANCY CALCULATIONS

PER TABLE 1004.5 2018 IBC

DINING AREA 74 SEATS
BAR 340 SF/ 200 - 2 PEOPLE
KITCHEN 600 SF/ 200 - 3 PEOPLE
STORAGE 783 SF/ 300 - 3 PEOPLE
CONFERENCE 117 SF/ 15 - 8 PEOPLE

TOTAL OCCUPANT LOAD 90 PEOPLE

PLUMBING FIXTURE CALCULATIONS

PER TABLE 2902.1 2018 BUILDING CODE

WATER CLOSETS
REQUIRED:
MALE - 1 PER 75
FEMALE - 1 PER 75

PROVIDED:
MALE - 2
FEMALE - 2

LAVORATORIES
REQUIRED:
MALE - 1 PER 200
FEMALE - 1 PER 200

PROVIDED:
MALE: 2
FEMALE: 2

1 SERVICE SINK

LIFE SAFETY PLAN LEGEND

FE-1 — FIRE EXTINGUISHER: PARTIALLY-RECESSED
PATH OF TRAVEL
EXIT SIGN - DUAL LAMP
DIRECTIONAL ARROWS
W = BACK WALL MOUNTED
S = SIDE WALL MOUNTED
C = CEILING MOUNTED
DIRECTIONAL ARROW

GRAPHIC SCALE: 1/4" = 1'-0"
0 4' 8' 12' 16'

BERMAN DESIGN
ARCHITECTURE | INTERIORS | BRANDING

5212 N CLARK / SUITE 3
CHICAGO, IL 60640
+1 773.275.5968
BERMANARCHITECTURE.COM

REVISION SCHEDULE

NO.	REV. / SUBMISSION	DATE	ISSUED BY
1	Revision 1	03/15/22	PR

ISSUE DATE: 3/16/2022 9:42:23 AM

INTERIOR BUILDOUT

SPITZ MIDLAND

2101 W. WADLEY AVE #12
MIDLAND, TX 79705

DRAWN BY: PR
CHECKED BY: JB
APPROVED BY: JB
PROJECT NUMBER: 2136

LIFE SAFETY PLAN

G1.2

PACKET 24.12 May 10, 2022

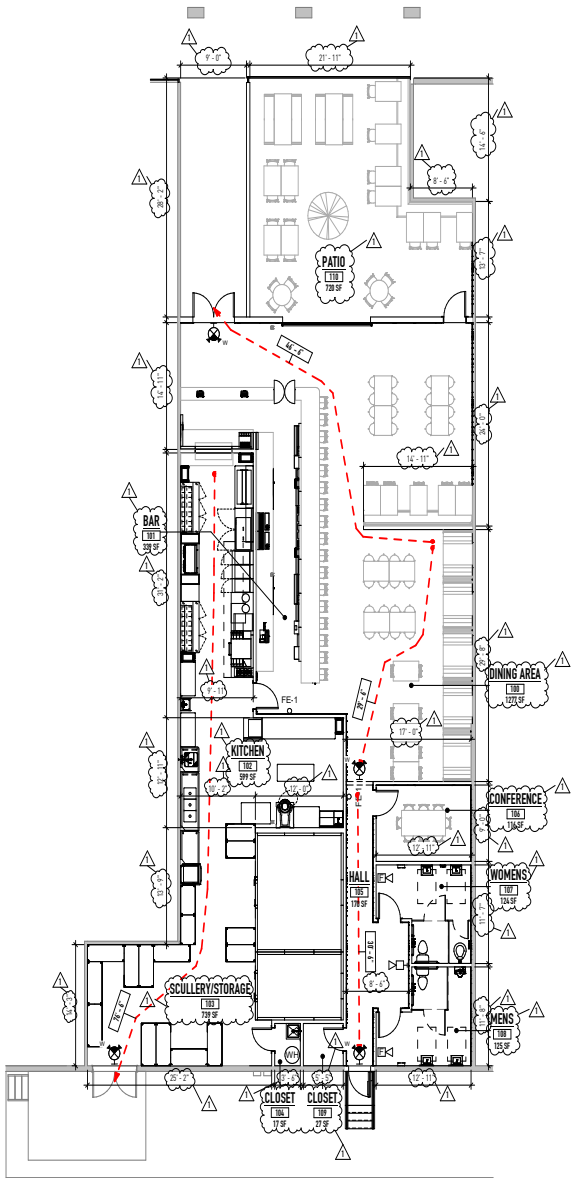
CODE SUMMARY ANALYSIS

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ACCESSORY USES ..... N/A
CONSTRUCTION TYPE ..... III-A
SPRINKLER SYSTEM ..... N/A
BUILDING SF ..... 4800 SF
ALLOWABLE SF ..... N/A
NUMBER OF STORIES 1

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EXITS PROVIDED 3
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ACTUAL WIDTH .....
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PROVIDED:
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FEMALE - 2

LAVORATORIES
REQUIRED:
MALE - 1 PER 200
FEMALE - 1 PER 200

PROVIDED:
MALE: 2
FEMALE: 2

1 SERVICE SINK

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SPITZ MIDLAND

2101 W. WADLEY AVE #12
MIDLAND, TX 79705

DRAWN BY: PR
CHECKED BY: JB
APPROVED BY: JB
PROJECT NUMBER: 2136

LIFE SAFETY PLAN

G1.2

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SPITZ MIDLAND

INTERIOR BUILDOUT

2101 W. WADLEY AVE #12
MIDLAND, TX 79705

BUILDING AND ZONING INFORMATION

COUNCIL DISTRICT - 3
ZONING DISTRICT - RR (REGIONAL RETAIL DISTRICT
USE GROUP- A-2
CONSTRUCTION TYPE - TYPE IB-A
TENANT SQUARE FOOTAGE- 4800 SF
AREA OF PROJECT - 79,150 SF
BUILDING HEIGHT/NUMBER OF FLOORS - 1S-2T/1

GENERAL NOTES

1. SCOPE OF WORK INCLUDES ALL GENERAL AND ELECTRICAL CONSTRUCTION FOR THE BUILDING.
2. CONTRACTOR SHALL FURNISH, APPLY, INSTALL, CONNECT, ERECT, USE, CLEAN AND CONDITION MANUFACTURED ARTICLES, MATERIALS, & EQUIPMENT AS DIRECTED BY THE MANUFACTURER UNLESS INDICATED OTHERWISE.
3. CONTRACTOR TO CLEAN CONSTRUCTION AT COMPLETION OF PROJECT.
4. ALL WORK TO BE EXECUTED IN ACCORDANCE WITH ALL APPLICABLE CODES.
5. ALL SECTIONS, DETAILS, AND NOTES ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS.
6. ALL DIMENSIONS AND SIZES OF EXISTING/CONSTRUCTION INDICATED ON DRAWINGS SHALL BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. EXISTING DIMENSIONS SHALL BE DOCUMENTED IN WRITING AND PROVIDED TO THE ARCHITECT FOR RECORD.
7. CONTRADICTIONS BETWEEN ACTUAL FIELD CONDITIONS AND CONDITIONS SHOWN SHALL BE REPORTED TO THE ARCHITECT AND IF NECESSARY FURTHER DETAILS WILL BE PROVIDED.
8. IF THE CONTRACTOR ENCOUNTERS PROBLEMS IN PERFORMANCE OF THE WORK INDICATED, HE SHALL BRING SUCH PROBLEMS TO THE ATTENTION OF ARCHITECT FOR THE PROPER ACTION BEFORE WORK CONTINUES. THE CONTRACTOR SHALL NOTIFY THE A/E OF ANY ITEMS NOT SHOWN OR INDICATED IN THE CONSTRUCTION DOCUMENTS THAT, IN HIS OPINION, REQUIRE REPAIR OR MODIFICATION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SHORING, BRACING AND FALSEWORK REQUIRED FOR THE RENOVATION AND CONSTRUCTION WORK. THE CONTRACTOR SHALL SUBMIT FOR ARCHITECT'S REVIEW A LAYOUT OF SHORING INDICATING PLACEMENT AND LOAD CAPACITIES OF SHORING ELEMENTS.
10. DURING CONSTRUCTION ALL MATERIALS SHALL BE CAREFULLY HANDLED TO PROTECT ALL EXISTING FACILITIES.
11. DO NOT CUT, CORE, OR HAMMER THRU OR INTO ANY EXISTING FRAMING UNLESS SPECIFICALLY NOTED ON THE STRUCTURAL DRAWINGS OR NOTED IN WRITING FROM THE ARCHITECT/ENGINEER.
12. VERIFY LOCATION OF ALL OPENINGS, EMBEDDED ITEMS & CONCRETE CONFIGURATIONS WITH DRAWINGS AND SPECIFICATIONS FROM ALL OTHER DISCIPLINES. LOCATE AND SHOW ALL THESE ITEMS ON APPROVED SHOP DRAWINGS.
13. IT IS NOT TO BE IMPLIED IN ANY WAY WHATSOEVER THAT THE ENGINEER OR ARCHITECT IS RESPONSIBLE FOR THE METHODS AND MEANS OF ANY ASPECT OF THIS PROJECT.
14. EXISTING PIPES, ELECTRICAL BOXES, DUCTWORK, FAN UNITS, GARAGE DOOR TRACKS AND MOTORS, HANDRAIL ETC. TO BE RELOCATED AND MODIFIED AS NECESSARY TO ACCOMMODATE COLUMN, BEAM OR SLAB MODIFICATIONS/ADDITIONS.
15. THE CONTRACTOR AND SUBCONTRACTOR ASSUME FULL LIABILITY FOR THE STRUCTURAL INTEGRITY OF THE INDICATED STRUCTURAL ROOF AND/OR FLOOR SYSTEMS WHEN SHOP DRAWINGS ARE NOT SUBMITTED OR FOLLOWED.
16. DO NOT SCALE THESE DRAWINGS. USE DIMENSIONS.
17. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY BRACING THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S MEANS AND METHODS AND/OR SEQUENCES.
18. THE CONTRACTOR'S CONSTRUCTION AND/OR ERECTION SEQUENCES SHALL RECOGNIZE AND CONSIDER THE EFFECTS OF THERMAL MOVEMENTS OF STRUCTURAL ELEMENTS DURING THE CONSTRUCTION PERIOD.
19. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOADS IMPOSED ON THE STRUCTURAL FRAMING. CONSTRUCTION LOADS SHOULD NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE CONSTRUCTION LOADS ARE IMPOSED.
20. THE EXTENT OF THE RENOVATION WORK MAY NOT BE LIMITED TO THE DETAILS OR LOCATIONS SHOWN. IF ADDITIONAL RENOVATION WORK BECOMES REQUIRED AS THE CONSTRUCTION PROCEEDS, ADDITIONAL DETAILS WILL BE DEVELOPED AND PROVIDED.
21. AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A104-2017 EDITION OR APPROVED EQUAL SHALL BE USED FOR THE CONTRACT FOR CONSTRUCTION.
22. CONTRACTOR SHALL FURNISH BUILDING PERMITS AND FEES.
23. REMOVE EXISTING CONSTRUCTION, BOTH ABOVE AND BELOW GRADE TO EXTENT INDICATED OR AS OTHERWISE REQUIRED TO PERMIT CONSTRUCTION.
24. DISPOSE OF WASTE MATERIALS, INCLUDING TRASH, DEBRIS, AND EXCESS TOPSOIL OFF OWNER'S PROPERTY UNLESS DIRECTED OTHERWISE.

EXISTING CONSTRUCTION

1. VERIFY AND DOCUMENT ALL EXISTING DIMENSIONS, CONDITIONS, & STRUCTURAL FRAMING AS SHOWN ON THESE DRAWINGS PRIOR TO STARTING ANY WORK; RECORD AND NOTIFY THE ARCHITECT OF ALL INCONSISTANCES IN WRITING.
2. ALL SLABS, DECKS, AND BEAMS IN THE AREA OF NEW OPENINGS ARE TO BE SHORED PRIOR TO THE START OF ANY WORK.
3. ALL OPENINGS SHALL BE SAW CUT OR CORED. HAMMERING WITHOUT SAW CUTS OR CORES WILL NOT BE PERMITTED. DO NOT MAKE NEW OPENINGS IN EXISTING STRUCTURAL MEMBERS UNLESS SPECIFICALLY NOTED ON THE DRAWINGS OR NOTED IN WRITING FROM THE ARCHITECT.
4. EXISTING REINFORCING BARS AND WIRE MESH IN SLABS AND CONCRETE COVER SHALL BE PROTECTED, PRESERVED, AND CLEANED PER ACI REQUIREMENTS FOR USE IN REPLACING CONCRETE COVER OR PLACING OF NEW SLABS ADJACENT TO WORK REMOVED.
5. ALL SLABS, DECKS, FRAMING, ETC. TO BE REMOVED SHALL BE DONE IN A MANNER THAT WILL NOT DAMAGE THE EXISTING STRUCTURE THAT IS TO REMAIN IN PLACE.

DEMOLITION

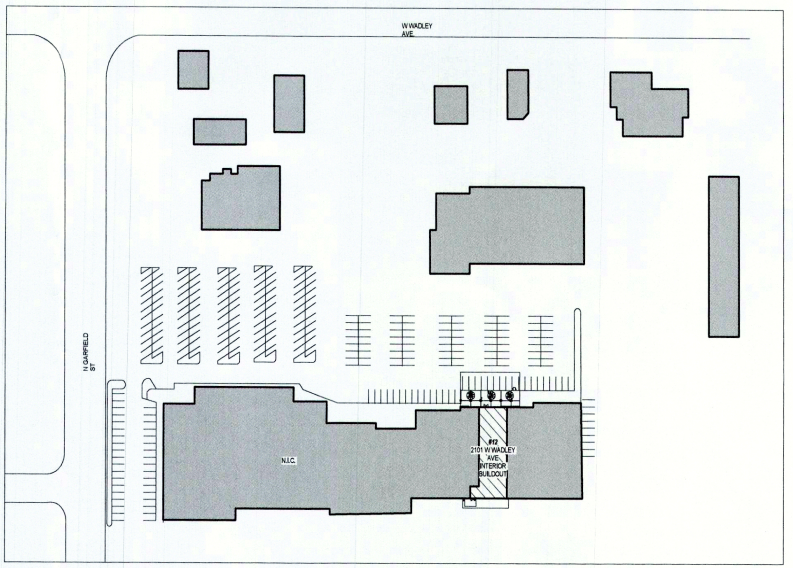
1. REMOVE EXISTING PARTITIONS AS INDICATED IN SKETCHES. REMOVE EXISTING FLOORING, DEVICES, FIXTURES, CEILING, AND MILLWORK AS REQUIRED.

DRAWING LIST

No.	SHEET TITLE
G1.0	TITLE SHEET
G1.1	REFERENCE SHEET
G1.2	LIFE SAFETY PLAN
D1.1	DEMOLITION PLANS
A1.1	CONSTRUCTION PLAN
A2.1	ROOF PLAN
A3.0	ENLARGED PLANS & INTERIOR ELEVATIONS
A3.1	ENLARGED PLANS & INTERIOR ELEVATIONS
A4.0	EXTERIOR ELEVATIONS
A5.0	SECTIONS
A6.0	CONSTRUCTION DETAILS
A7.0	SCHEDULES AND LEGENDS
Q1.1	EQUIPMENT PLANS
P0.1	PLUMBING NOTES, SYMBOLS, ABBREVIATIONS & SPECIFICATIONS
P1.0	PLUMBING SANITARY, WATER AND GAS PIPING FLOOR PLAN
P5.0	PLUMBING DETAILS
P8.0	PLUMBING RISERS & SCHEDULES
M0.1	MECHANICAL GENERAL NOTES, SYMBOLS LIST & ABBREVIATIONS
M0.2	MECHANICAL SPECIFICATIONS
M1.0	MECHANICAL FLOOR PLANS
M5.1	MECHANICAL DETAILS (1 OF 2)
M5.2	MECHANICAL DETAILS (2 OF 2)
M6.1	MECHANICAL EQUIPMENT SCHEDULES
M7.1	HOOD DATA (1 OF 2)
M7.2	HOOD DATA (2 OF 2)
E0.1	ELECTRICAL SYMBOL, ABBREVIATIONS AND GENERAL NOTES
E0.2	ELECTRICAL SPECIFICATIONS SHEET 1 OF 2
E0.3	ELECTRICAL SPECIFICATIONS SHEET 2 OF 2
E1.0	ELECTRIC LIGHTING PLANS
E2.1	ELECTRICAL POWER PLAN
E2.2	ELECTRICAL ROOF PLAN
E3.0	ELECTRICAL DETAILS
E4.0	ELECTRICAL RISER DIAGRAM & PANEL SCHEDULE

RESPONSIBILITIES MATRIX

No.	ITEM	CONTRACTOR PROVIDE	CONTRACTOR INSTALL	FRANCHISOR PROVIDE	FRANCHISOR INSTALL	FRANCHISEE PROVIDE	FRANCHISEE INSTALL	COMMENTS
01	DINING ROOM CHAIRS					•	•	Franchisee through Franchisor will purchase and ship to location and install
02	DINING ROOM STOOLS					•	•	Franchisee through Franchisor will purchase and ship to location and install
03	DINING ROOM TABLES		•	•				Franchisor will build off-site and ship to location. Installation by Contractor with oversite by Franchisor
04	TABLE BASE AND BENCH MOUNTS		•	•				Franchisor will purchase/build off-site and ship to location. Installation by Contractor with oversite by Franchisor. Bases need to be mounted in concrete and tables screwed on
05	OUTDOOR BENCHES		•	•				Franchisee through Franchisor will purchase and ship to location. Contractor to place.
06	OUTDOOR TABLES		•	•				Franchisor will build off-site and ship to location. Installation by Contractor with oversite by Franchisor
07	COMMERCIAL EQUIPMENT FINAL HOOKUP		•			•		Franchisee to unpack and place equipment in locations. Contractor to hookup to MEP services.
08	COMMERCIAL KITCHEN EQUIPMENT		•			•		Franchisee through Franchisor will purchase and ship to location and placed. Contractor to hookup to MEP services.
09	COMMERCIAL BAR EQUIPMENT		•			•		Franchisee through Franchisor will purchase and ship to location and place. Contractor to hookup to MEP services.
10	WALK-IN COOLERS	•	•					Contractor to purchase, provide, and install
11	LIGHT FIXTURES: DINING AREA		•	•	•			Franchisor will purchase and ship to location. Contractor will install with oversight by Franchisor
12	LIGHT FIXTURES: TOILET RM		•	•	•			Franchisor will purchase and ship to location. Contractor will install with oversight by Franchisor
13	LIGHT FIXTURES: KITCHEN	•	•					Contractor to purchase, provide, and install
14	BAR KNEEWALL		•	•				Franchisor will purchase grapestake wood and ship to location. Contractor will install with oversite from Franchisor. Wood installed on a 22 degree angle
15	BRASS FOOT RAIL AT KNEEWALL	•	•					Contractor to purchase, provide, and install
16	BAR TOP	•	•					Contractor will source Brass Bar Top to specs and install
17	BAR TOP AT BACK BAR	•	•					Contractor installation. Plywood as per specs. See details
18	PUBLIC BAR FACING VERT. SURFACE / 2X4 BACK BAR	•	•		•			Contractor to purchase 2x4s, ship to location and build backbar with oversite from Franchisor
19	BAR CEILING PLYWOOD W/ VERT. FACE	•	•					Contractor installation. Plywood to specs
20	WALLS OUTSIDE TOILET ROOMS	•	•					Contractor to purchase and paint green chalkboard color as per specs
21	PAINT - DINING ROOM DUCTS	•	•					Contractor to purchase and paint Behr Beauty Queen color as per specs
22	PAINT - DINING ROOM WALL PAINT	•	•					Contractor to purchase and paint walls
23	BACKBAR SHELVING	•	•					Contractor to provide and install, Oversight by Franchisor.
24	QUICKCRETE WALL	•			•			Contractor to purchase concrete as per specs, Franchisor to apply
25	OUTDOOR SEATING CORRAL PARTITIONS	•	•					Contractor to purchase material and build as per specs
26	DINING ROOM FLOOR FINISH	•	•					
27	EXTERIOR SPITZ SIGNS			•	•			Franchisor to work with sign company on design, purchasing, and installation
28	CEILING IN DINING ROOM		•					Contractor to remove ceiling tiles and clean up all loose cables, flex pipe, etc. in dining room.
29	LOW VOLTAGE DISTRIBUTION	•	•					Need to add network cable runs for security cams
30	HOME RUN DEVICE			•	•			Toast provided Cisco switch.
31	POINT OF SALE			•	•			Franchisee to provide and install
32	VINTAGE SPEAKERS		•	•				Contractor to install vintage speakers per Franchisee's direction
33	SOUND SYSTEM		•	•				Franchisor to provide, Contractor to install
34	SECURITY CAM SYSTEM		•	•				Franchisor to provide, Contractor shall run network cable for POE cams, Contractor to install.
35	RESTROOM PARTITIONS	•	•					Contractor to provide and install.



1 G1.0 SITE PLAN
SCALE: 1" = 80'-0"

ARCHITECT	HVAC CONSULTANT	P/E CONSULTANT	GENERAL CONTRACTOR
JOEL BERMAN ARCHITECTURE & DESIGN, LTD. 5212 N CLARK / SUITE 3 CHICAGO, ILLINOIS 60640 +1 773.275.5968	NEARBY ENGINEERS 1460 BROADWAY NEW YORK, NY 10036 +1 212.575.5300	NEARBY ENGINEERS 1460 BROADWAY NEW YORK, NY 10036 +1 212.575.5300	TBD

BERMAN DESIGN
ARCHITECTURE | INTERIORS | BRANDING

5212 N CLARK / SUITE 3
CHICAGO, IL 60640
+1 773.275.5968
BERMANARCHITECTURE.COM

CODE AUTHORITY

AUTHORITY
300 N LORIANE
MIDLAND, TX 79702

CODE
2018 IBC, 2018 IFGC, 2018 IMC, 2018 IPC, 2017 NEC, 2015 IECC, 2015 IFC

REGISTERED ARCHITECT JOEL BERMAN 29695 STATE OF TEXAS

REVISION SCHEDULE

NO.	REV. / SUBMISSION	DATE	ISSUED BY

ISSUE DATE: 3/9/2022 11:54:33 AM

INTERIOR BUILDOUT

SPITZ MIDLAND

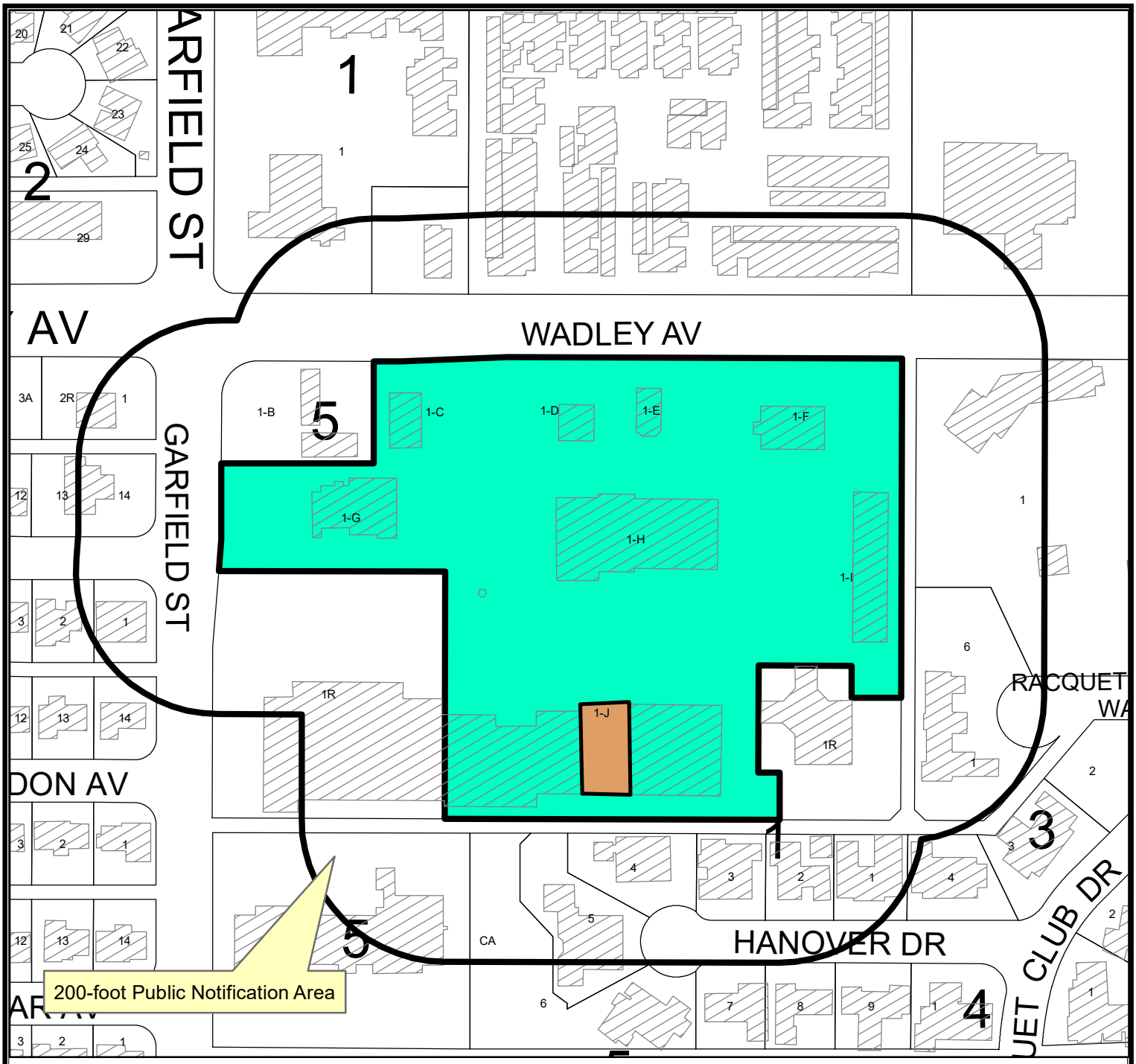
2101 W. WADLEY AVE #12
MIDLAND, TX 79705

DRAWN BY:	PR
CHECKED BY:	JB
APPROVED BY:	JB
PROJECT NUMBER:	2136

TITLE SHEET

G1.0

3/9/2022 11:54:33 AM \\diskstation\Active Projects\2021\2136_Spitz Midland TX\DRAWING\REVIT\2136_SPITZ MIDLAND.rvt



LOCATION MAP

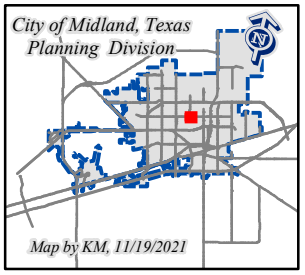
SUD-21-0116 **Scale: 1" = 200'**

Consider a request by Debra Holt, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 4,800 square foot portion of Lot 1-J, Block 5, Colony Place, Section 5, City and County of Midland, Texas.

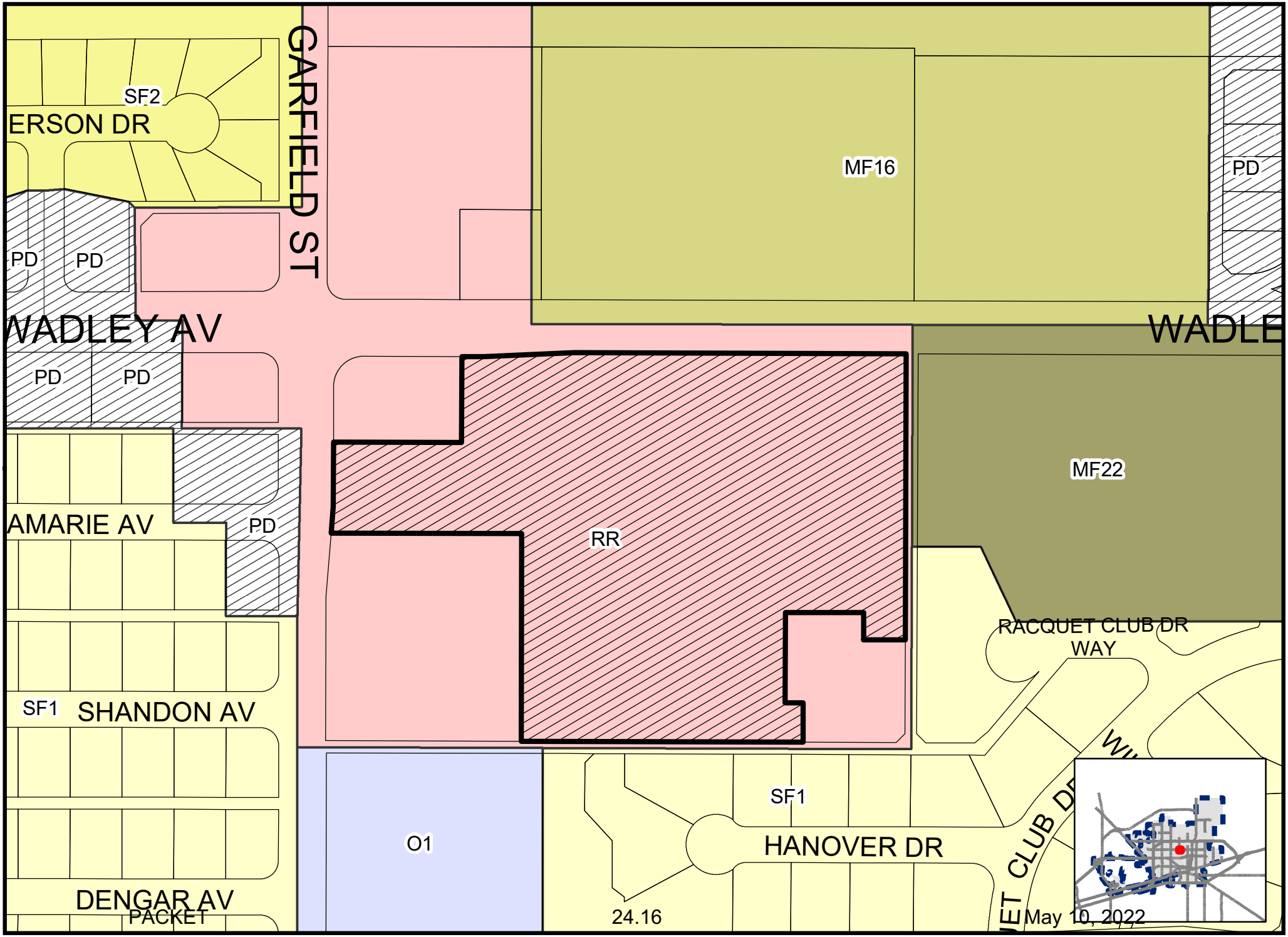
Generally located on the south side of W. Wadley Avenue, approximately 254-feet east of N. Garfield Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR PLAT 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 ES, 04/06/2022

SUD-22-0129

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.


Salty Dipper's


2214
TEXAS
117•3266


blackbird
Interior Design • Furniture • Accessories



City Council Meeting

Item Number: 25

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF A CERTAIN 44-ACRE TRACT OUT OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTERN DRIVE AND WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, N. Cale Lancaster, is requesting a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions to be able to split the lot into two and develop the property into two dwellings.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required for this request.

Discussion:

The applicant's property is located 1220 W Golf Course Road and the location of a vacant land. The applicant is requesting a special exception to the minimum lot width in order to replat the lot into two equal sized properties.

The property is currently zoned SF-1, Single-Family Dwelling District. Once the property is replated the minimum lot dimensions for the proposed lots will not support the development of two homes under the SF-1, Single-Family Dwelling District dimensional regulations, that is if the proposed lots are oriented in a north/south to provide alley access. However, if the development of two lots where to be oriented east/west (facing Western Drive), they would satisfy the currents zonings dimensional regulations, but the southern lot would not have alley access, which would present a challenge for access to city trash bins and the northern property would have alley access from the north.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*

SF-1, Single-Family Dwelling District
Lot dimensions
Minimum Lot Width:
Interior Lot: 80 Feet
Corner Lot: 85 Feet

Minimum Lot Depth: 100 Feet

As shown on the proposed plat (Exhibit A), each lot dimensions are 75 feet wide by 200 feet deep.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approval with conditions)

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 a portion of this property lies within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of 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 of finish construction will be required for the Certificate of Occupancy.

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 objections to zone change. [For the Applicant's information only.]

Fire: (Approved)

No comments

Code Compliance: (Approved)

No oil or 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, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart. This lot has been platted in a way that limits development. Furthermore, the new proposed lots match the width dimension of the four lots across it, on W. Golf Course Road, which would continue the character of that street segment.

The two proposed lots are sufficient in square footage to accommodate the 9,000 square feet minimal area that is required in a zoning of SF-1, Single-Family Dwelling District, but will not follow the width dimension regulation. This request is 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 Urban Residential-Low, a classification which calls for "a neighborhood emphasizing single-family detached homes." This special exception would allow for the development of a vacant lot and add to the housing infill development, that would otherwise remain vacant.

Staff recommends approval of this application for a Special Exception to the Zoning Code Concerning Section *5.04 – Residential Zoning District Dimensional Regulations Chart*, concerning the minimum corner and interior lot dimensions, subject to condition A:

Conditions:

A. That all lots shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

Letters of Objection:

As of May 4, 2022, staff has not received any letters of objection.

Attachments:

Application
Proposed Replat (Exhibit A)
Warranty Deed
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF A CERTAIN 44-ACRE TRACT OUT OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTERN DRIVE AND WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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 Code, 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 the south 200 feet of the west 150 feet of the east 857 feet of the south half of the east 34 acres of that certain 44-acre tract out of the west half of the southeast quarter of Section 22, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas, described in that certain deed from G. C. Driver, Guardian of the Estate of Bertie May Driver, to J. M. Rockwell, dated March 31, 1931, and recorded in Volume 49, Page 95 of the deed records of Midland County, Texas. Said special exception shall allow a reduced minimum lot width.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum lot width of each lot shall be 75 feet.

B. That the dimensions of the lots on the property shall significantly conform to the dimensions of the proposed lots 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

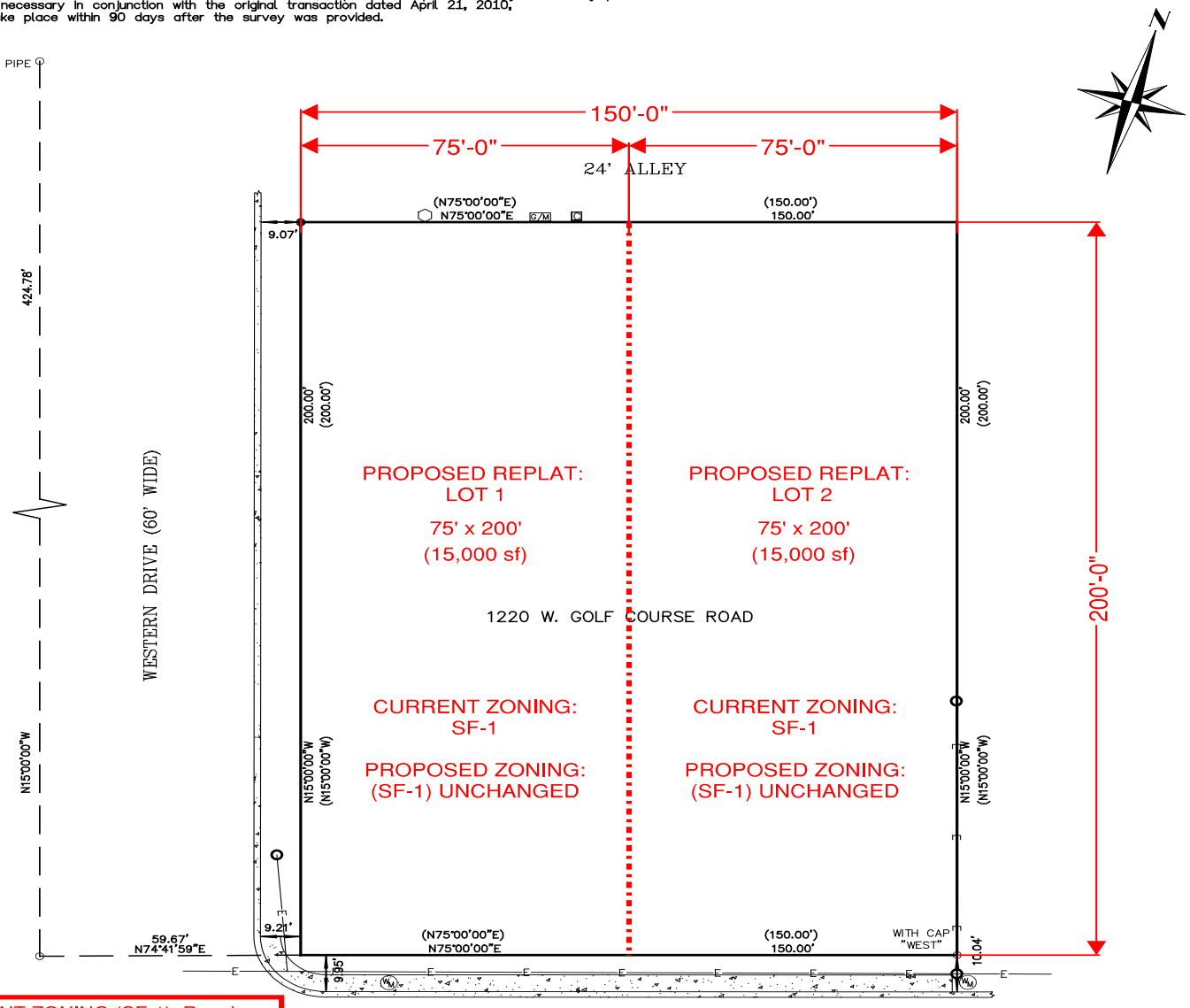
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

COPYRIGHT 2010
This survey plat is being provided solely for the use of: Lone Star Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 21, 2010, which shall take place within 90 days after the survey was provided.



CURRENT ZONING (SF-1): Requires lots to be a minimum 80' wide and not less than 9,000sf.

The proposed re-plat will result in two (2) 75' wide x 200' deep lots, resulting in two (2) 15,000sf lots.

The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:
Lone Star Abstract and Title Co., Inc.,
G.F. No.: 00098554

Blanket Right-of-Way:
T.E.S.Co.
Vol. 37, Pg. 324,
Deed Records,
Midland Co., Texas

Specific Agreement & Easement for Underground Service Lateral:
T.E.S.Co.
Vol. 573, Pg. 252,
Deed Records,
Midland Co., Texas

Blanket Right-of-Deed:
South Plains Pipe Line Co.
Vol. 42, Pg. 147,
Deed Records,
Midland Co., Texas

BEING THE SOUTH 200' OF THE WEST 150' OF THE EAST 857' OF THE SOUTH HALF OF THE EAST 34 ACRES OF THAT CERTAIN 44 ACRE TRACT OUT OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 22, BLOCK 39, T-1-S, T&P R.R. CO. SURVEY, MIDLAND COUNTY, TEXAS,
DESCRIBED IN THAT CERTAIN DEED FROM G. C. DRIVER, GUARDIAN OF THE ESTATE OF BERTIE MAY DRIVER, TO J. M. ROCKWELL, DATED MARCH 31, 1931 AND RECORDED IN VOLUME 49, PAGE 95 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS.

Census Tract: 6

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0088 F

The undersigned does hereby certify that this survey was this day 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, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 21st day of April 2010.

Bruce R Pennell
Registered Professional Land Surveyor No. 4170
Date: 04/21/10

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

Basis of Bearings:
EAST Line of this Lot

Bearings and Distances Shown
Inside ( ) Indicate Record Information

30 15 0 30

SCALE: 1" = 30'

STATE OF TEXAS
REGISTERED
BRUCE R. PENNELL
4170
PROFESSIONAL
LAND SURVEYOR

LEGEND

- Set 1/2" I.R. W/Cap "RPLS 4170"
- Fnd. 1/2" I.R.
- G/M Gas Meter
- W/M Water Meter
- Light Pole
- Power Pole
- FH Fire Hydrant
- E—E OVERHEAD ELECTRIC
- Guy Wire
- Telephone Junct. Box
- Cable TV Junct. Box
- Buried Pipeline Marker
- Sewer Cleanout
- Underground Electric Box
- Utility Box
- Misc. Sign
- M/H Sanitary Sewer Manhole
- W/V Water Valve
- G/V Gas Valve
- Satellite Dish
- Propane Tank
- WW Water Well

PENNELL & MARLOWE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING
P.O. BOX 61622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: LONE STAR	G.F. #: 00098554	COMMITMENT EFFECTIVE DATE: 04/08/10	
CAD FILE: BRP13954	DATA FILE: GOLFCOURSE	DRAWN BY: MARCY S.	BOOK/PAGE: 1/

MIDLAND Planning Division

Special Exception Application

Project Number: E-22-0077

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: N. CALE LANCASTER		Phone (325) 436-1036 Email	
Address 1009 Shirley Ln	City Midland	State TX	Zip 79705

Property Owner Printed Name: RW Properties		Phone (325) 436-1036 Email	
Address 1102 W. Texas Ave	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone (325) 436-1036 Email	
Address	City	State	Zip

Street Address: 1220 W. Golf Course Road

Legal Description
Lot: Block: 39-T-1-S Subdivision: Northwest Acres

Current Zoning: SF-1

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: Re-plat current (.689 acre) lot into two equal (.3445 acre) lots, that run North/South, perpindicular to W. Golf Course Road.

Current SF-1 Zoning does not change.

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)

RECEIVED
APR 06 2022
BY:

Signatures	
Applicant (signature): N. Cale Lancaster	Date: 3/10/2022
Applicant (printed): Nathan Cale Lancaster	
Property Owner (signature): Mark T. Wellen	Date: 3.10.22
Property Owner (printed) : MARK T. WELLEN	

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 N. CALE LANCASTER who, being by me duly sworn, upon oath says: That (s)he is authorized by MARK T. WELLEN 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.

N. Cale Lancaster
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 3 day of MARCH, 2022, to certify which witness my hand and seal of office.

BRENDA N TILLER
Notary ID #1561848
My Commission Expires
May 20, 2024

Brenda N. Tiller
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check # 1235
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)

Received By: Paul Rodriguez Date: 04/6/22

RECEIVED
APR 06 2022

Application will not be considered for scheduling until reviewed by a planner.

16033

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MIDLAND §

THAT THE UNDERSIGNED, TIM LEACH AKA TIMOTHY A. LEACH, A MARRIED PERSON, hereinafter referred to as **"GRANTOR"**, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has **GRANTED, SOLD and CONVEYED**, and by these presents does hereby **GRANT, SELL and CONVEY** unto **RW PROPERTIES**, herein referred to as **"GRANTEE"**, whether one or more, the lot, tract or parcel of land situated in Midland County, Texas, to-wit:

> Being THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF THAT CERTAIN 44 ACRE TRACT OUT OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SF,/4) OF SECTION 22, BLOCK 39, T-I-S. T&P Ry. Co. Survey, Midland County, Texas, described in that certain Deed from G. C. Driver, Guardian of the Estate of Bertie May Driver, to J. M. Rockwell, dated March 31, 1931 and recorded in Volume 49, Page 95 of the Deed Records of Midland County, Texas.

This conveyance is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property, including, but not limited to, the following:

1. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
2. Rights of parties in possession.
3. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property. Visible and apparent easements.
4. Portion of the property that may lie within any roadway.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
6. Blanket Right of Way covering a tract of land out of Section 22, Block 39, T-1-S, granting the right of ingress and egress over adjacent land and other rights necessary for the operation of the line and appurtenances, executed by G. C. Driver et al to Texas Electric Service Company dated May 10, 1927, and recorded in Volume 37, Page 324, Deed Records of Midland County, Texas.
7. Blanket Right-of-Way Deed covering the SW/4 and part of the W/2 of the SE/4 of Section 22, Block 39, T-1-S, granting the right of ingress, egress, and regress in, along, upon, and across said way and other rights necessary for the operation of the pipe line and appurtenances, executed by W. B. Driver to South Plains Pipe

Line Company dated August 31, 1928, and recorded in Volume 42, Page 147, Deed Records of Midland County, Texas.

8. Specific Agreement and Easement For Underground Service Lateral covering a 150' x 200' tract of land out of the W/2 of the SE/4 of Section 22, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas, granting other rights necessary for the operation of the line and appurtenances, executed by R. W. Barker and wife, Maurine Barker, to Texas Electric Service Company dated July 27, 1973, and recorded in Volume 573, Page 252, Deed Records of Midland County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 26th day of July, 2012.

Grantee's Address:
2735 Racquet Club Drive
Midland, Texas 79705

TIM LEACH

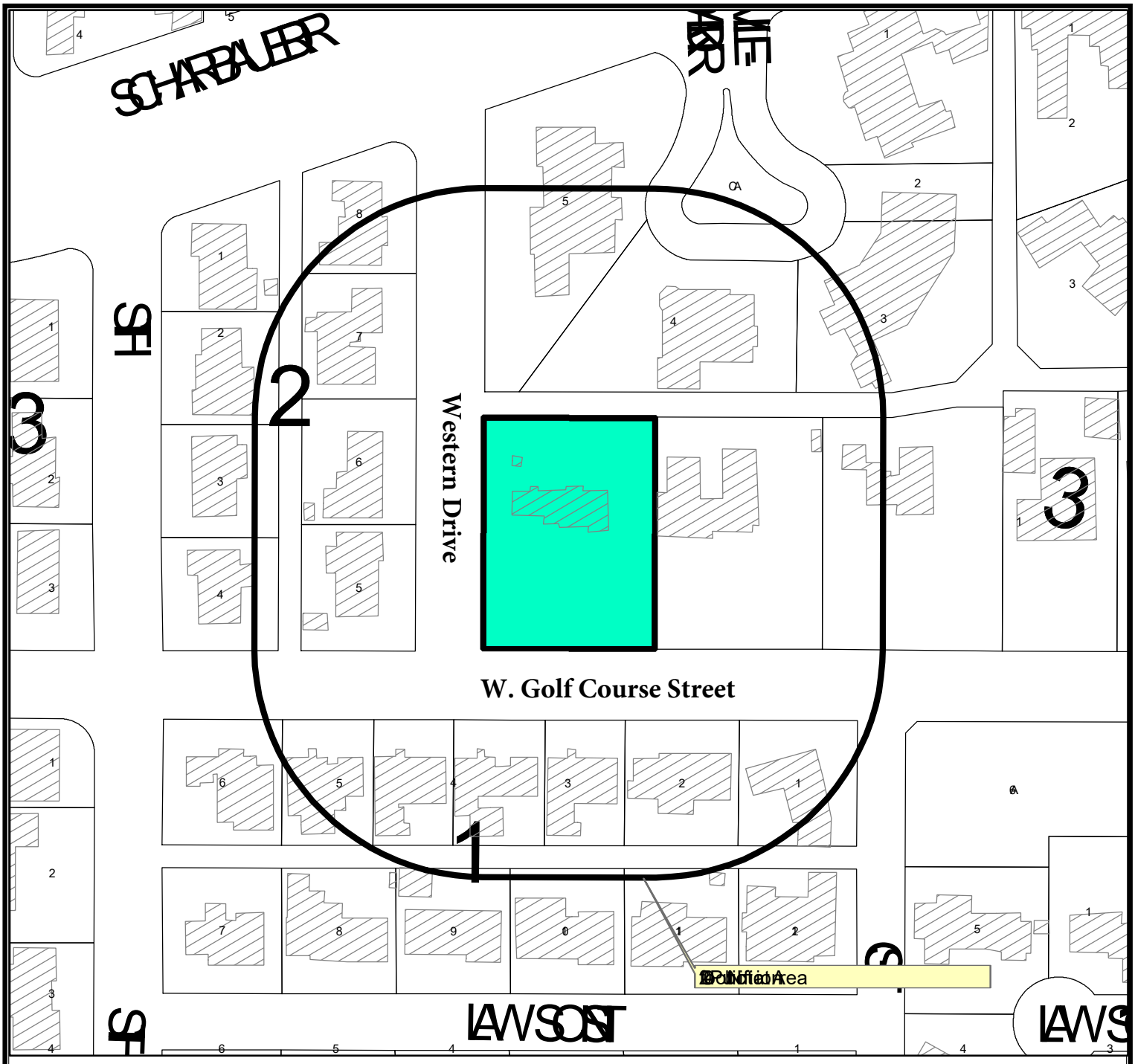
THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 26th day of July, 2012, by **TIM LEACH**.

RACHEL E. HUDSON
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 4-8-2013

Rachel E Hudson
NOTARY PUBLIC, STATE OF TEXAS



LOCATION MAP

E-22-0077

Scale: 1" = 1500'

Consideration of a request by [illegible] for a Specific Use Permit for [illegible] from the Midland Zoning Ordinance, Section 6, Residential Zoning Districts, Dimensional Regulations Chart, concerning minimum corner and interior lot dimensions [illegible] Addition, Midland

Generally located [illegible] Western Drive and West Golf Course Street

LEGEND

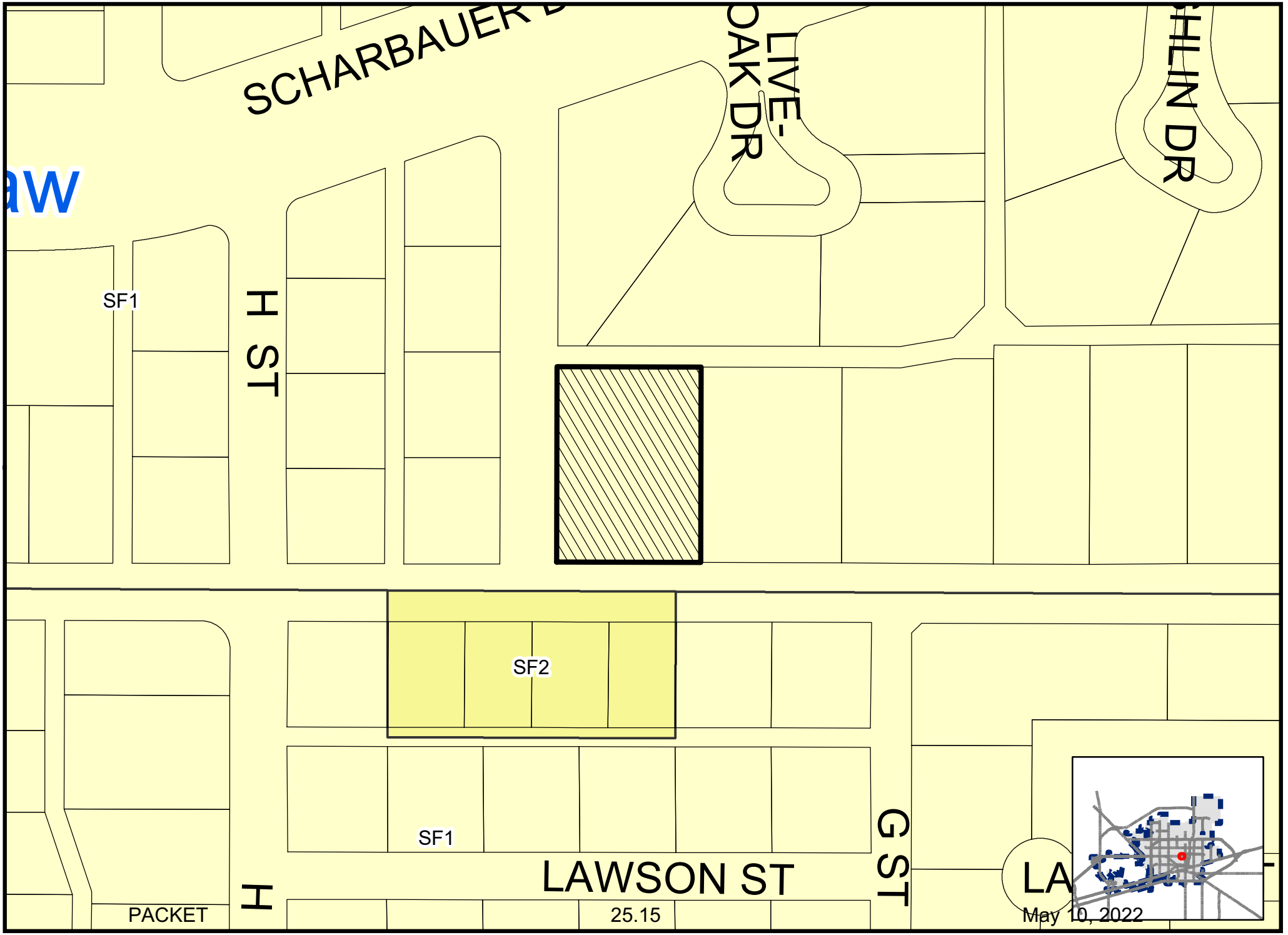
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By JS, 4/11/2021

E-22-0077

Scale: 1" = 1500'

ZONING MAP

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STOP
MIDLAND



City Council Meeting

Item Number: 26

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET ON LOT 4, BLOCK 12, SUNSET ACRES, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST GOLF COURSE ROAD, APPROXIMATELY 322 FEET WEST OF NORTH MIDKIFF ROAD) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

Consider a resolution on a request by Alicia Garcia for approval of a Temporary Land Use Permit for a vendor market.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Alicia Garcia is requesting a Temporary Land Use Permit for a Vendor Market at 3303 W Golf Course.The proposed dates of the event are every Sunday as weather permits on May 15, 2022 through May 14, 2023. The event will take place from 12:00 p.m. (noon) to 6:00 pm. The event setup will take place at 9:00 am Sunday and takedown is at 7:00 pm on Sunday.

The vendor market will support local women-owned small businesses. Per the site plan, attached hereto as Exhibit A, they are proposing 33 (10 x10) vendor spots on the parking lot of the Tall City Brewing Co. Additionally, 3 (three) food trucks will be on site for customers to enjoy a meal during the event. Furthermore, the applicant is proposing the on-premises sale and consumption of alcohol during operating hours of the event. Restrooms will be located inside the Tall City Brewing Co. building. Parking has been accounted for by a parking agreement (Exhibit B) between Tall City Brewing Co. and Permian Basin Area Foundation. No peace officers will be provided.

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

Engineering: (Approved)

No objections.

Transportation: (Approved)

No comments.

Fire: (Approved)

No objections

Food Trucks shall be permitted by City of Midland and Midland Fire Department.

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down in a manner that prevents damage or risk to others in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Planning:

This temporary land use permit for the Vendor Market is in compliance with 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 J.

A. **That the day and hours of the Vendor Market shall be limited to every Sunday, May 15, 2022, through May 14, 2023, from 12:00 p.m. (noon) to 6:00 p.m.**

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 provide a minimum of 5 restrooms that shall be made available for use during all operating hours of the Event.**

D. **That the applicant shall provide:**

1. **A minimum of two peace officers during all operating hours of the Event; and**

2. **One additional peace officer per 100 Event attendees who are on the Property at any time during the operating hours of the Event.**

E. **That the following uses are specifically permitted:**

1. **That 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.**

F. **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.**

G. **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.**

H. **That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding the event.**

I. **That the applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to the Event.**

J. **That, Alicia Garcia, a representative of Boss Babe Market, shall be responsible for ensuring that the conditions of this permit are observed.**

Letters of Objection:

As of May 4, 2022, Staff has not received any letters of objection.

Attachments:

Application
Site Plan (Exhibit A)
Parking Agreement (Exhibit B)
Ordinance Number 8079
Maps

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET ON LOT 4, BLOCK 12, SUNSET ACRES, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST GOLF COURSE ROAD, APPROXIMATELY 322 FEET WEST OF NORTH MIDKIFF ROAD) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Alicia Garcia (the "Applicant") has applied for authorization to temporarily use Lot 4, Block 12, Sunset Acres, Section 9, City and County of Midland, Texas (the "Property") for a vendor market (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 term of the authorization of granted by this resolution (the "Term") shall be from May 15, 2022, until May 14, 2023. The days and hours of the Event shall be limited to each Sunday during the Term from 12:00 p.m. (noon) to 6:00 p.m.

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 provide a minimum of five (5) restrooms that shall be made available for use during all operating hours of the Event.

D. That the Applicant shall provide:

1. A minimum of two (2) peace officers during all operating hours of the Event; and

2. One additional peace officer per 100 Event attendees who are on the Property at any time during the operating hours of the Event.

E. That 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.

F. 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.

G. 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.

H. 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.

I. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

J. 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

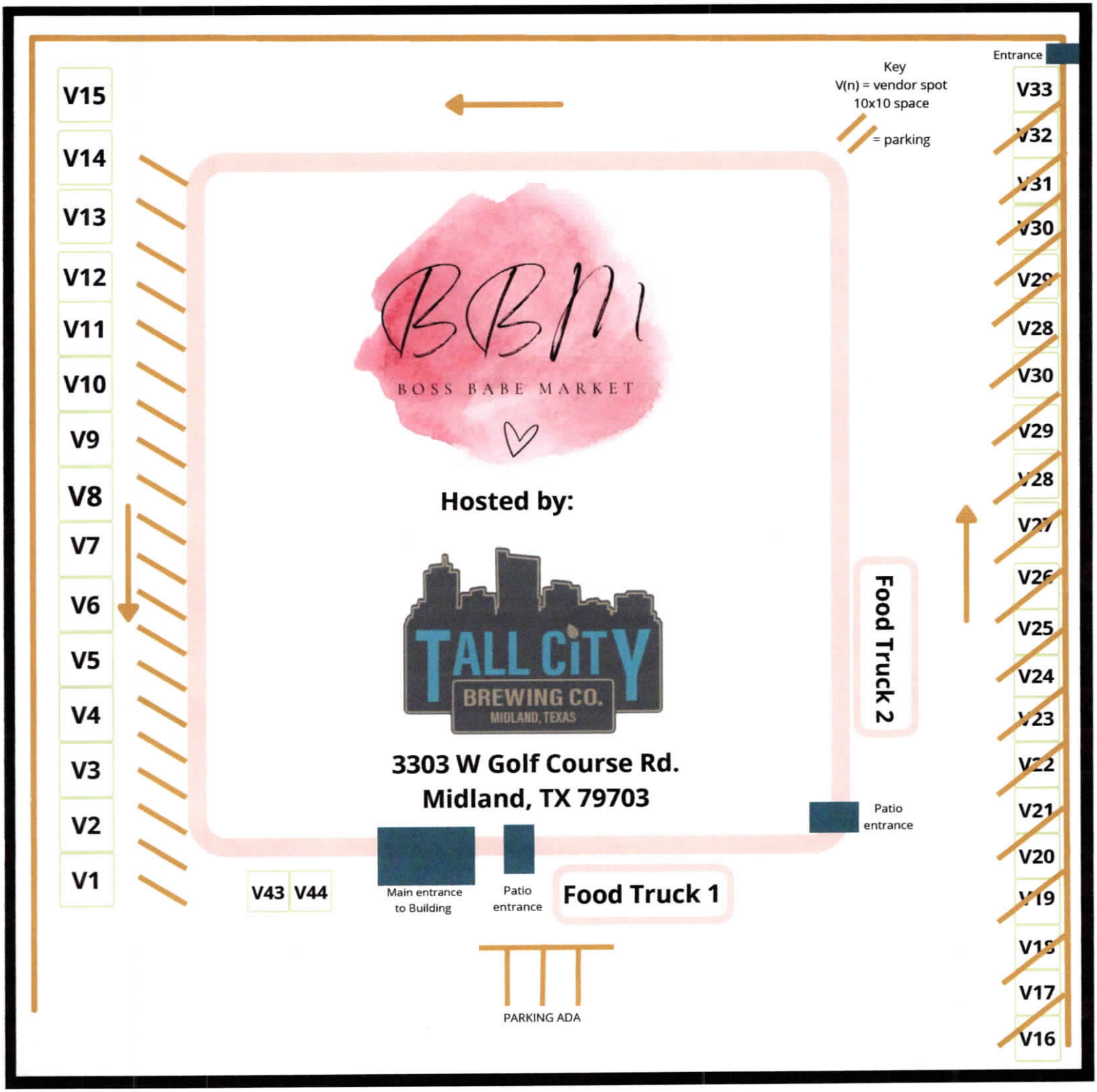
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


Key
V(n) = vendor spot
10x10 space
= parking
Entrance
V15
V14
V13
V12
V11
V10
V9
V8
V7
V6
V5
V4
V3
V2
V1
V33
V32
V31
V30
V29
V28
V30
V29
V28
V27
V26
V25
V24
V23
V22
V21
V20
V19
V18
V17
V16
BBM
BOSS BABE MARKET
Hosted by:
TALL CITY
BREWING CO.
MIDLAND, TEXAS
3303 W Golf Course Rd.
Midland, TX 79703
Food Truck 2
Patio
entrance
V43
V44
Main entrance
to Building
Patio
entrance
Food Truck 1
PARKING ADA

MIDLAND Planning Division

Temporary Land Use Application

Project Number: TLU-22-0112

Case Number: _____

Event Name: Boss Babe Market

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Alicia Garcia		Phone (432) 653-9483 Email aliciagarcia987@gmail.com
Address 4330 N. Grandview #303	City Odessa	State TX Zip 79762

Property Owner Printed Name: Tall City Brewing Co		Phone (432) 218 7175 Email
Address 3303 W. Golf Course Rd	City Midland	State TX Zip 79703

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email
Address	City	State Zip

Street Address: 3303 W. Golf Course Rd Midland TX 79703

Legal Description
Lot: Block: Subdivision:

Current Zoning: | **Type of Temporary Use Requested:**

Description of Event: Market for women owned, local vendors

Duration of Temporary Use: 1 year
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: No weather permits, every Sunday, to begin May 15th 2021 to end May 15th 2023, 12pm-6pm

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: 0

Contact the Midland Police Department to schedule off-duty police officers.

Type of Music (*carnival, live, etc.*)**:** none

Showmobile (*portable stage*) **Requested:** ☐ Yes ☑ No | Days & Hours:

Number of Restroom Fixtures Provided:	*Men*	**Toilets/Urinals:** 2 / 1	**Bathroom Sinks:** 2
	Women	**Toilets:** 2	**Bathroom Sinks:** 2
handicap	*Unisex*	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' 300
- Damage Deposit > 1000
- 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): Alicia Marcia	Date: 4.1.22
Applicant (printed):	
Property Owner (signature): Justin Sparks	Date: 4/11/22
Property Owner (printed): Justin Sparks	
Representative (signature):	Date:

Representative (printed) : _____

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 Justin Don Sparks who, being by me duly sworn, upon oath says: That (s)he is authorized by Tall City Brewing, 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 14th day of April, 2022, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 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) will send	☒ Clean-Up Deposit Check # 1268
☒ Application Fee Check # 1268	☒ Damage Deposit Check # 1268
☐ Administrative Approval	
Received By: KM	Date: APR 14 2022 KM

Application will not be considered for scheduling until reviewed by a planner.

PARKING AGREEMENT

Parties

This parking agreement is made and entered by and between **Tall City Brewing Co at 3303 W Golf Course Rd Midland,TX 79703** and **Permian Basin Area Foundation 3312 Andrews Hwy Midland, TX 79703.**

Terms and conditions

The landlord, the legal owner of **Permian Basin Area Foundation** agrees and authorizes the use of the parking lot to **Tall City Brewing Co** according to the terms set forth in this agreement.

This agreement shall be effective for one (1) year starting May 15th 2022 until May 15th 2023.

Property description

The property is a foundation that is closed on sundays. The parking will be completely available for TCBC use.

Use of the property

The company may offer this parking lot as an alternative, when their parking lot is full on Sunday which Boss Babe Market is hosted.

The landlord and tenant acknowledge all the provisions enumerated in this agreement and agree to follow terms and contusions until it is terminated.

Guy McCrary

Signature

Guy McCrary

Name

Permian Basin Area Foundation

Signature

Justin Sparks

Name

ORDINANCE NO. 8079

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.68-ACRE TRACT OF LAND OUT OF SECTION 29, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED 1F-1, ONE-FAMILY DISTRICT TO BE USED AS A PLANNED DISTRICT FOR AN OFFICE CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PDOC, Planned District for an Office Center set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned 1F-

1, One-Family District, and it shall be used as a PDOC, Planned District for an Office Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

A 1.68-acre tract of land out of Section 29, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the use and development of this property shall conform to regulations of the O-1, Office District;

2. Prior to any development or issuance of a building permit, a Planned District site plan shall be submitted and approved in the same manner as a zone change.

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 19th day of March, A.D., 2002; and passed to second reading on motion of Council member Dingus, seconded by Council member Morgan, by the following vote:

Council members voting "AYE": Dingus, Morgan, Canon, Simpson, Bradford and Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Simpson, seconded by Council member Bradford, on the 9th day of April, A.D., 2002, at a regular meeting of the City Council:

Council members voting "AYE": Simpson, Bradford, Morgan, Dingus, Canon and Dufford

Council members voting "NAY": None

PASSED AND APPROVED THIS 9th **day of** April, **A.D., 2002.**

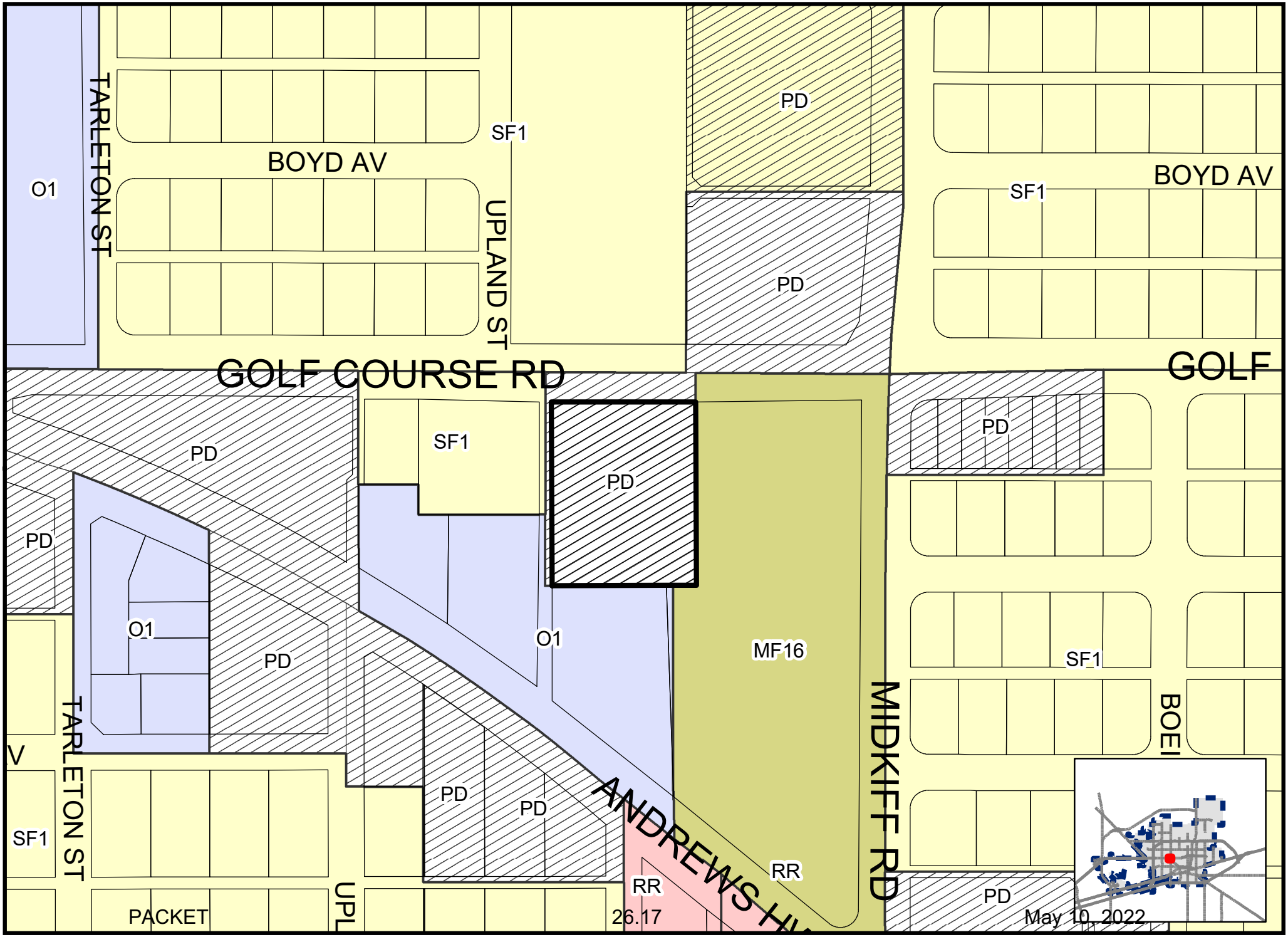
Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



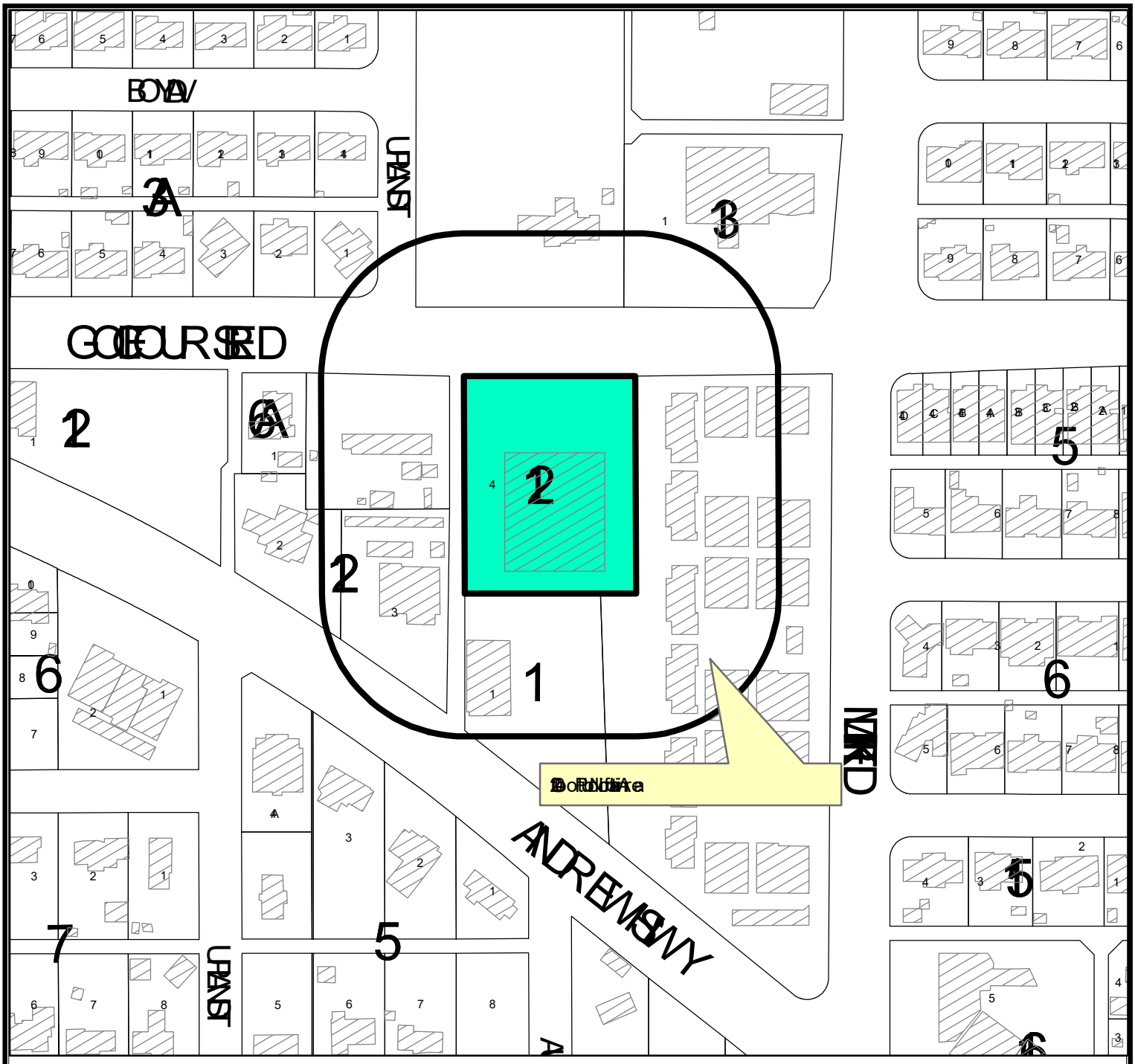
Map By KM, 04/22/2022

TLU-22-0112

Scale: 1" = 200'

ZONING MAP

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LOCATION MAP

TLU-22-0112 **Scale: 1" = 200'**

Consider a request by Alicia Garcia for a Temporary Land Use for a Vendor Market on Lot 4, Block 12, Sunset Acres, Section 9, City and County of Midland, Texas.

Generally located on the south side of W. Golf Course, approximately 322-feet west of N. Midkiff Road. (Council District 4)

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.









City Council Meeting

Item Number: 27

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: Motion granting Prince Signs, LLC's appeal and reversing the Building Official's denial of a sign permit for Lot 2, Block 2, Central Park Addition, Section 2, City and County of Midland, Texas (Generally located on the northeast corner of the intersection of South Farm to Market Road 1788 and Loop 40 (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Prince Signs, LLC's, is requesting a variance to the allowed area for two pole signs that exceeds the maximum sign area, and the cumulative area of all signs that exceeds the maximum sign area.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Per the proposed sign plans, the applicant is requesting to place two, 30-foot pole signs off Loop 40 and S. FM Road 1788. The total sign area of each pole sign is 251.52 square feet.

The request does not meet the requirements per the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards.

(3) In the NS District and less restrictive district, except for buildings in the C-1 District:

(j) On property with multiple street frontages, the length of each street frontage shall be

used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area.

Both Sign A1 and A2 exceed the allowable sign area allowed for one sign by 71.52 square feet. Furthermore, the cumulative area of all signs shall not exceed 360 square feet. The applicant is proposing six signs with a cumulative sign area of 607.04 square feet, which exceeds the maximum allowed area by 247.04 square feet.

Planning:

As this request represents a deviation from the existing sign regulations and no hardships have been shown to exist, staff would recommend denial of this application for a variance to the allowed area for two pole signs that exceeds the maximum sign area, and the cumulative area of all signs exceeding the maximum sign area.

Attachments:

Appeal Request
Building Official's Denial Letter
Application
Proposed Signs
Maps

Robert Patrick

City Manager's Office

MIDLAND
Code Administration

PERMANENT SIGN
PERMIT APPLICATION

1. PROJECT INFORMATION

Project Address: 10300 Loop 40 Midland, TX 79706	Project Description: Travel Center
Name of Business: Kent Kwik 322	
Valuation of Job: $ $180,000.00	Zoning: RR
Property Line Setbacks: Front _____ Side _____ Rear _____	Property Easements: Yes _____ No _____
Lot/Tract: 2 / Block: 2 / Subdivision/Survey: Central Park	Lot Size: (sq. ft.) 102,283
Type of Work: New Construction x Additional _____ Repair Existing _____	Engineering Required: _____
Sign Type: Pole/Pylon x Monument _____ Directional x Wall x LED x Other _____	
Illumination: Internal: x External _____ None _____	Proposed Sign Area: _____ Facade: Height: _____ Width: _____
Number of Signs: 6 / Height Above Grade: _____ / Overhang Permitted: _____	Other: _____

2. BUILDING OWNER INFORMATION

Name: The Kent Companies	Address: 2408 N. Big Spring ST. Midland, TX 79705	
Phone: 432-520-4000	Fax:	Email: asturdivant@kentoil.com

3. SIGNAGE / CONTRACTOR INFORMATION

Name: Prince Signs LLC	Address: 6432 Cunningham RD Houston, TX 77041	
Phone: 281-345-4488	Fax:	Email: permits@princesigns.com

4. PLEASE READ CAREFULLY

- Attach three (3) copies of the Signage Site Plan and Signage Elevations showing building dimensions and square footages of the signage areas.
- All signs with lighting must have an Underwriters Laboratory label affixed to cabinet and electrical.
- Be advised incomplete applications may be rejected, denied or cause permit processing delays.
- This permit becomes null and void if work authorized is not commenced within 180 days of issuance or if work is suspended or abandoned for a period of 180 days at any time after work is commenced.
- I hereby certify that I am the property owner or their authorized agent, and have the owner's consent to apply for the permit requested and receive all subsequent communications and business related to this application. I further certify that the information provided is true and correct to the best of my knowledge. This work shall comply with all provisions of laws and ordinances, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law regulating construction or the performance of construction.

Signature of Applicant:	Date: 04/12/2022
Printed Name of Applicant: Shannon Walker	Phone: 281-345-4488
Email: permits@princesigns.com	Fax:

Code Administration Division
Development Services Department
300 N. Loraine Street - P.O. Box 1152 - Midland, Texas 79702
Office: 432-685-7390 - Fax 432-686-1609

SIGN PERMIT PLAN REVIEW LETTER
Sent via Electronic Mail

April 22, 2022

Prince Signs LLC
6931 Signat Dr
Houston, TX 77041

RE: Kent Kwik 322

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Planning Division- Kelly Martinez - 432-685-7915 kmartinez@midlandtexas.gov

04/21/2022-Denied

In the NS District and less restrictive districts on property with multiple street frontages, the length of each street frontage shall be used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area. Sign A1-A2 exceed the maximum sq. ft. for one sign by 71.52. Also, need to know the distance these sign will be from the property line. The total area of all the signs combined is 607.04 sq. ft. The cumulative area of freestanding signs and wall signs shall not exceed 360 sq. ft.

Building Code- Claudia Sarinana- 432-685-7396 csarinana@midlandtexas.gov

04/19/2022
No issues as currently submitted

Sincerely,

Claudia Sarinana
Residential Plan Examiner
City of Midland, TX Code Administration
432-685-7396

MIDLAND
Code Administration

SIGN PERMIT PLAN REVIEW LETTER
Sent via Electronic Mail

April 22, 2022

Prince Signs LLC
6931 Signat Dr
Houston, TX 77041

RE: Kent Kwik 322

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Planning Division- Kelly Martinez - 432-685-7915 kmartinez@midlandtexas.gov

04/21/2022-Denied

In the NS District and less restrictive districts on property with multiple street frontages, the length of each street frontage shall be used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area. Sign A1-A2 exceed the maximum sq. ft. for one sign by 71.52. Also, need to know the distance these sign will be from the property line. The total area of all the signs combined is 607.04 sq. ft. The cumulative area of freestanding signs and wall signs shall not exceed 360 sq. ft.

Building Code- Claudia Sarinana- 432-685-7396 csarinana@midlandtexas.gov

04/19/2022
No issues as currently submitted

Please mail to Variance.
Shannon Walker

Sincerely,

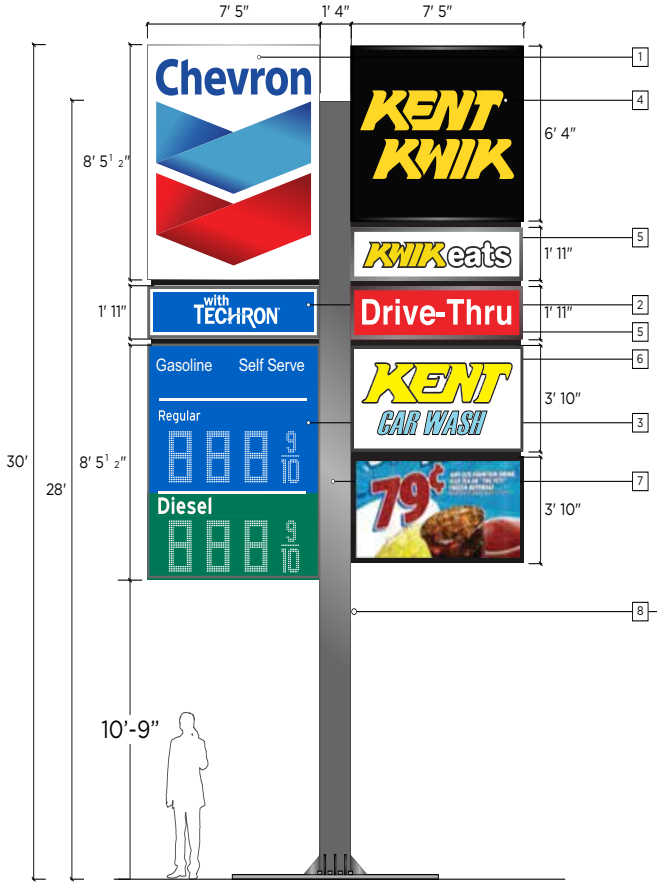
Claudia Sarinana
Residential Plan Examiner
City of Midland, TX Code Administration
432-685-7396

KENT KWIK

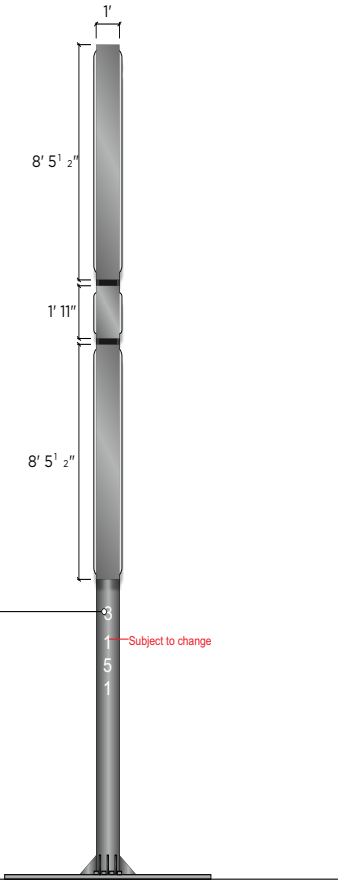
KENT KWIK 322 EXTERIOR - MIDLAND, TX

CENTRAL PARK ADDITION LOT 2, BLOCK 2, MIDLAND, TEXAS 79706

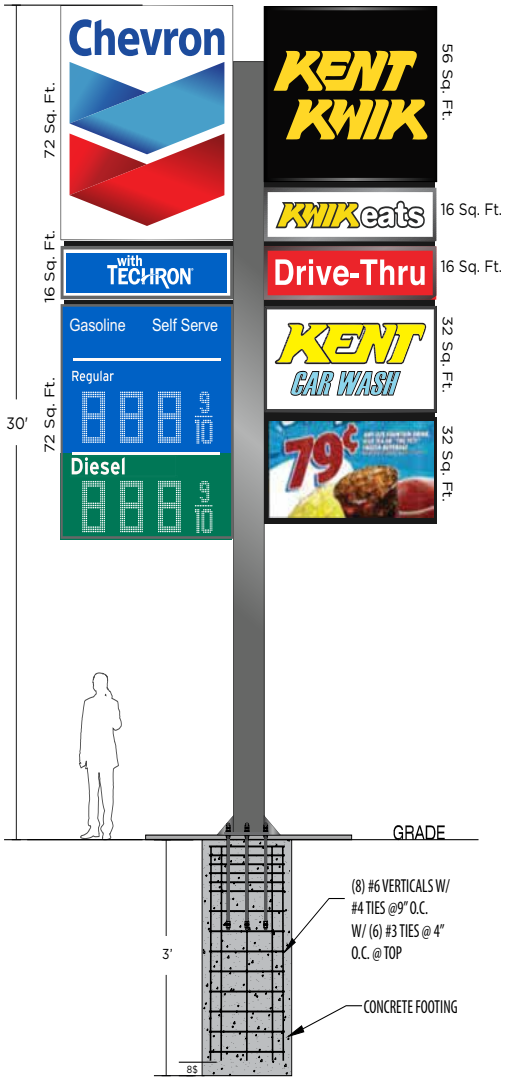
PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION



1 GAS PRICER SIGN (TYPE C78) - SIDE A (2 Total)
SCALE: 3/16"=1'



2 GAS PRICER SIGN (TYPE C78) - SIDE VIEW
SCALE: 3/16"=1'



3 GAS PRICER SIGN (TYPE C78) - FOOOTING DETAILS
SCALE: 3/16"=1'

1. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, [C1] blue "Chevron" letters copy to be embossed, chevrons to be digitally printed to match brand specifications. Cabinet to be internally illuminated.
2. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with embossed face with white letters and [C1] blue background. Cabinet to be internally illuminated.
3. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with embossed face with white letters and [C1] blue and [C4] green background. Cabinet to feature white LED numerals and to be internally illuminated.
4. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with embossed logo to match [C2] yellow with [C3] black background. Cabinet to be internally illuminated.
5. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with white letters with [C5] red background. Cabinet to be internally illuminated.
6. Programmable digital message center Details TBD.
7. 16"x12"x3/8" Steel support pole as specified by engineer. Pole to be painted [C6] gray
8. Contour white address vinyl to be applied directly to steel pole.

NOTES

1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.
2. Final materials and dimensions TBD per structural engineering requirements

PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 713-785-4488

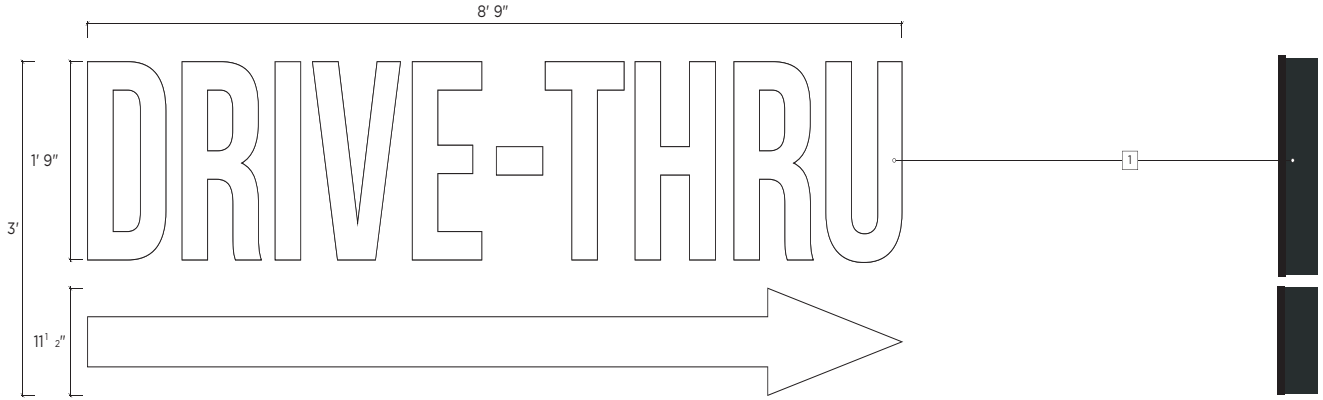
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© Prince Signs, LLC 2021

PACKET

PROJECT INFORMATION		SHEET DETAILS		MATERIALS & FINISHING SCHEDULES	ISSUE	RUNNING SHEET NUMBER
CLIENT The Kent Companies CENTRAL PARK ADDITION LOT 2, BLOCK 2, MIDLAND, TEXAS 79706		Exterior Sign	A1-A2	27.8	DATE May 10, 2022	1
PROJECT KK 322	PROJECT # 2074	SCALE: AS NOTED				
PROJECT MGR Tracy Swisher	DESIGNER A. Cody					

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



1 WALL SIGN DETAIL - DRIVE-THRU
SCALE: 3/4"=1'

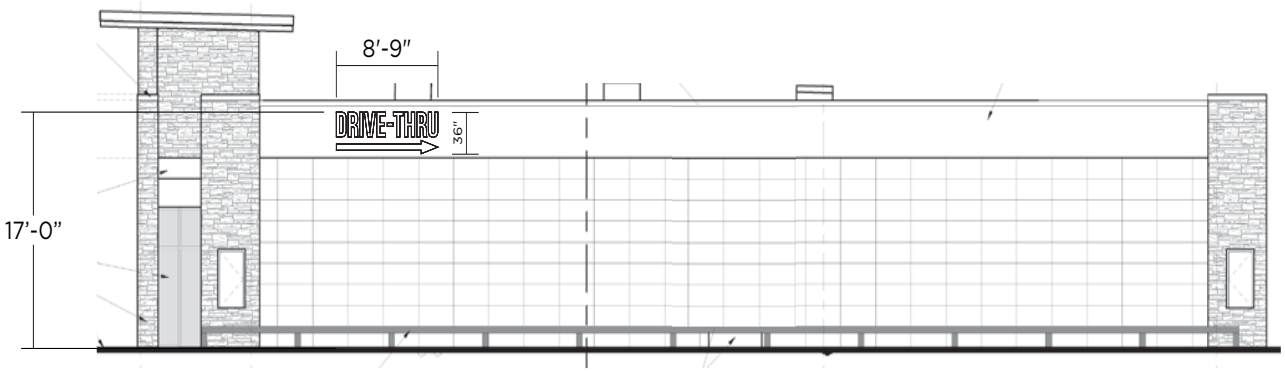
27 Total Sq. Ft.

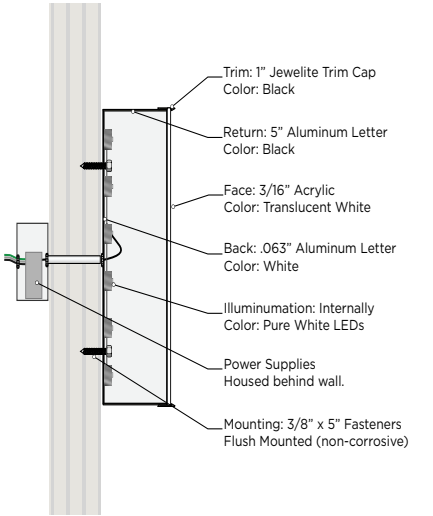
2 WALL SIGN DETAIL - SIDE VIEW
SCALE: 3/4"=1'

1. Fabricated channel letters with 5" black returns. Channel letters to have [A1] translucent white acrylic faces.

NOTES

1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/off control power by others.
2. Final materials and dimensions TBD per structural engineering requirements





4 ILLUMINATED CHANNEL LETTERS
SCALE: NTS

PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 281-345-4488

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PROJECT INFORMATION

CLIENT
The Kent Companies
CENTRAL PARK ADDITION LOT 2, BLOCK 2, MIDLAND, TEXAS 79706

PROJECT KK 322
PROJECT # 2074
PROJECT MGR Tracy Swisher
DESIGNER A. Cody

SHEET DETAILS
Exterior Sign B
SCALE: AS NOTED

MATERIALS & FINISHING SCHEDULES
27.9

ISSUE
DATE DESCRIPTION
May 10, 2022

RUNNING SHEET NUMBER
2

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895

DETAILS:
1. Routed [A2] aluminum backer panel to be mounted flat against the wall with fasteners

2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V1] translucent vinyl. Channel letters will be attached to [A2] backer panel.

2.2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V2] translucent vinyl.

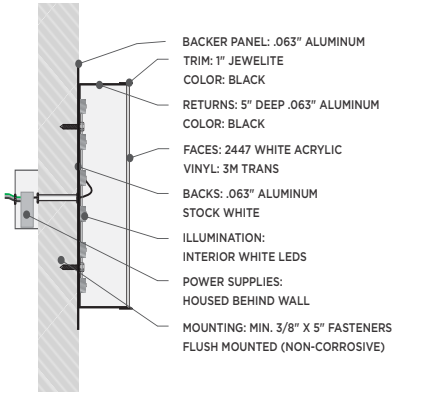
NOTES:
1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.

2. Studs and construction grade adhesive will be used, as necessary.



1 **SIGN DETAILS -** ILLUMINATED CHANNEL LETTERS
SCALE: 3/4" = 1'-0"

28 Total Sq. Ft.



2 **FACE LIT CHANNEL LETTERS -** TYPICAL DETAIL
SCALE: NTS



PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 281-345-4488

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PROJECT INFORMATION		SHEET DETAILS		MATERIALS & FINISHING SCHEDULES	ISSUE		RUNNING SHEET NUMBER
CLIENT The Kent Companies CENTRAL PARK ADDITION LOT 2, BLOCK 2, MIDLAND, TEXAS 79706		Exterior Sign	C		DATE	DESCRIPTION	5
PROJECT KK 322	PROJECT # 2074	SCALE: AS NOTED		27.10	May 10, 2022		
PROJECT MGR Tracy Swisher	DESIGNER A. Cody						

ELECTRICAL REQUIREMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895
PRIMARY ELECTRICAL TO LED POWER SUPPLIES SUPPLIED BY OTHERS
SECONDARY LOAD .66 KVA



1 SIGN DETAILS - ILLUMINATED CHANNEL LETTERS
SCALE: 3/4" = 1'-0"

28 Total Sq. Ft.

DETAILS:
1. Routed [A2] aluminum backer panel to be mounted flat against the wall with fasteners

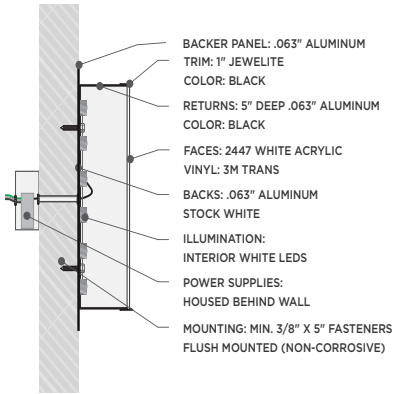
2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V1] translucent vinyl. Channel letters will be attached to [A2] backer panel.

2.2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V2] translucent vinyl.

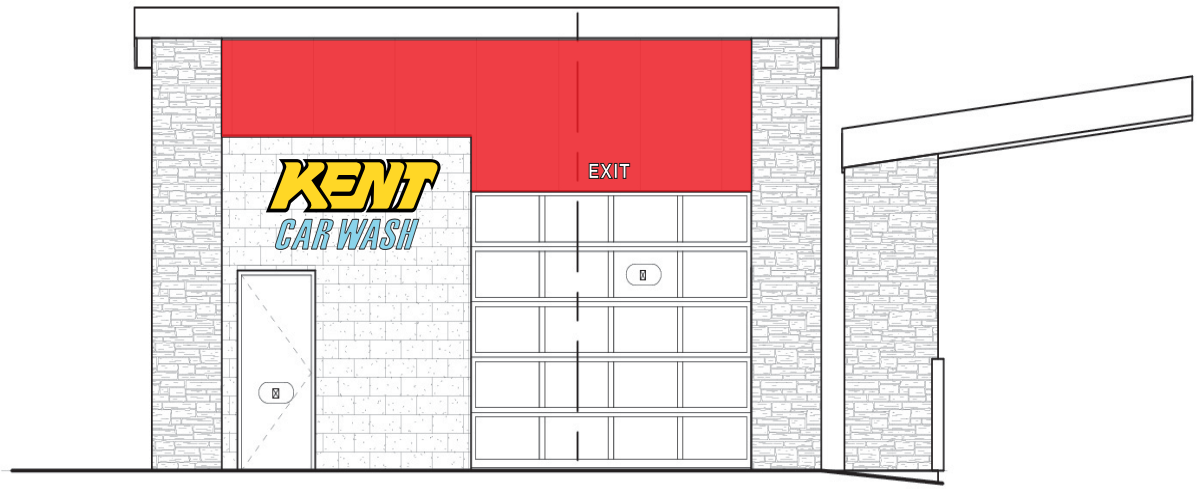
3. Plotter cut decal vinyl [V3] flushed paste to wall.

NOTES:
1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.

2. Studs and construction grade adhesive will be used, as necessary.



FACE LIT CHANNEL LETTERS - TYPICAL DETAIL
SCALE: NTS



PROPOSED ELEVATION - FRONT
SCALE: 1/8" = 1'-0"

PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
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info@princesigns.com 281-345-4488

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PROJECT INFORMATION	SHEET DETAILS	MATERIALS & FINISHING SCHEDULES	ISSUE	RUNNING SHEET NUMBER
CLIENT The Kent Companies CENTRAL PARK ADDITION LOT 2, BLOCK 2, MIDLAND, TEXAS 79706	Exterior Sign D	27.11	DATE DESCRIPTION May 10, 2022	6
PROJECT KK 322 / PROJECT # 2074	SCALE: AS NOTED			
PROJECT MGR Tracy Swisher / DESIGNER A. Cody				

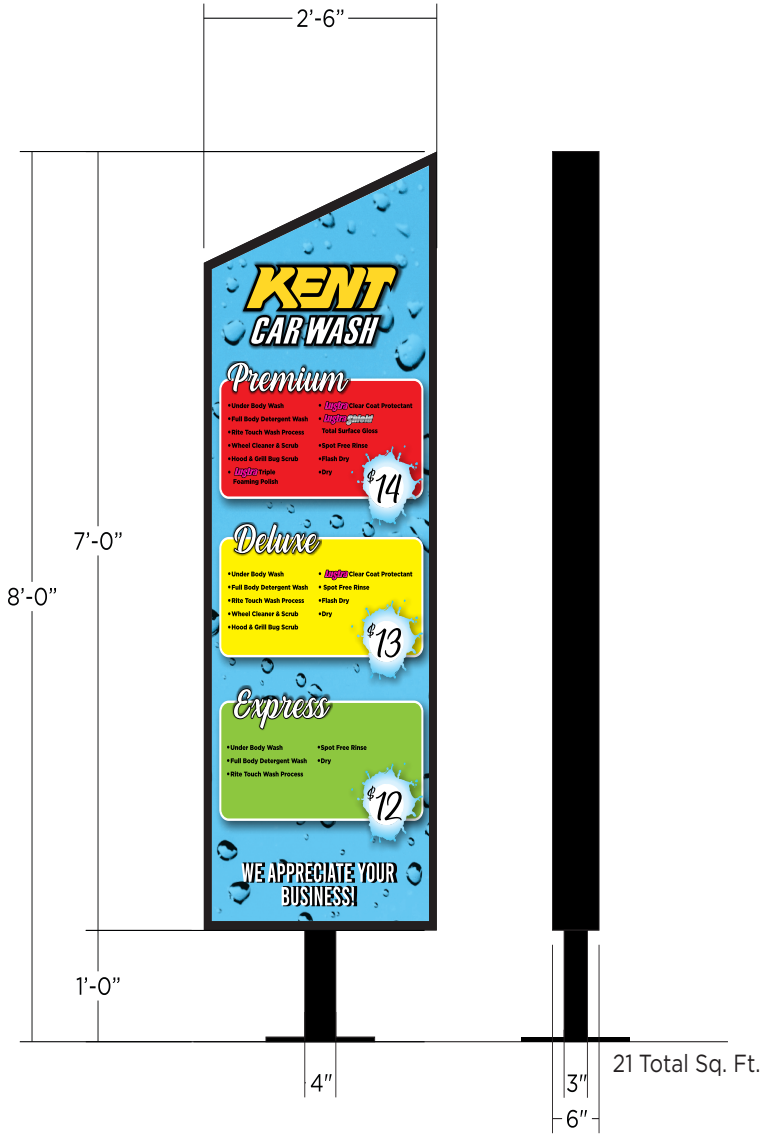
ELECTRICAL REQUIREMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895

DETAILS:

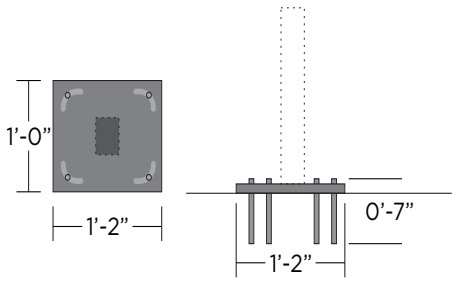
1. MENU BOARD (TANDEM)
   Digitally printed [V1] vinyl with [L1] UV clear gloss laminate to be applied to first surface routed [A1] acrylic panel. [V2] white diffuser to be applied to second surface of [A1] acrylic.

NOTES

QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.
:



1 SOFT TOUCH MENU BOARD (TANDEM) (1)
SCALE: 3/4" = 1"



Side and Top View Mounting Detail
SCALE: 3/4" = 1"

PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
6432 Cunningham Rd Houston, TX 77041
info@princesigns.com tel: 345-4488

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PROJECT INFORMATION

CLIENT
The Kent Companies
CENTRAL PARK ADDITION LOT 2, BLOCK 2, MIDLAND, TEXAS 79706

PROJECT KK 322
PROJECT # 2074
PROJECT MGR Tracy Swisher
DESIGNER A. Cody

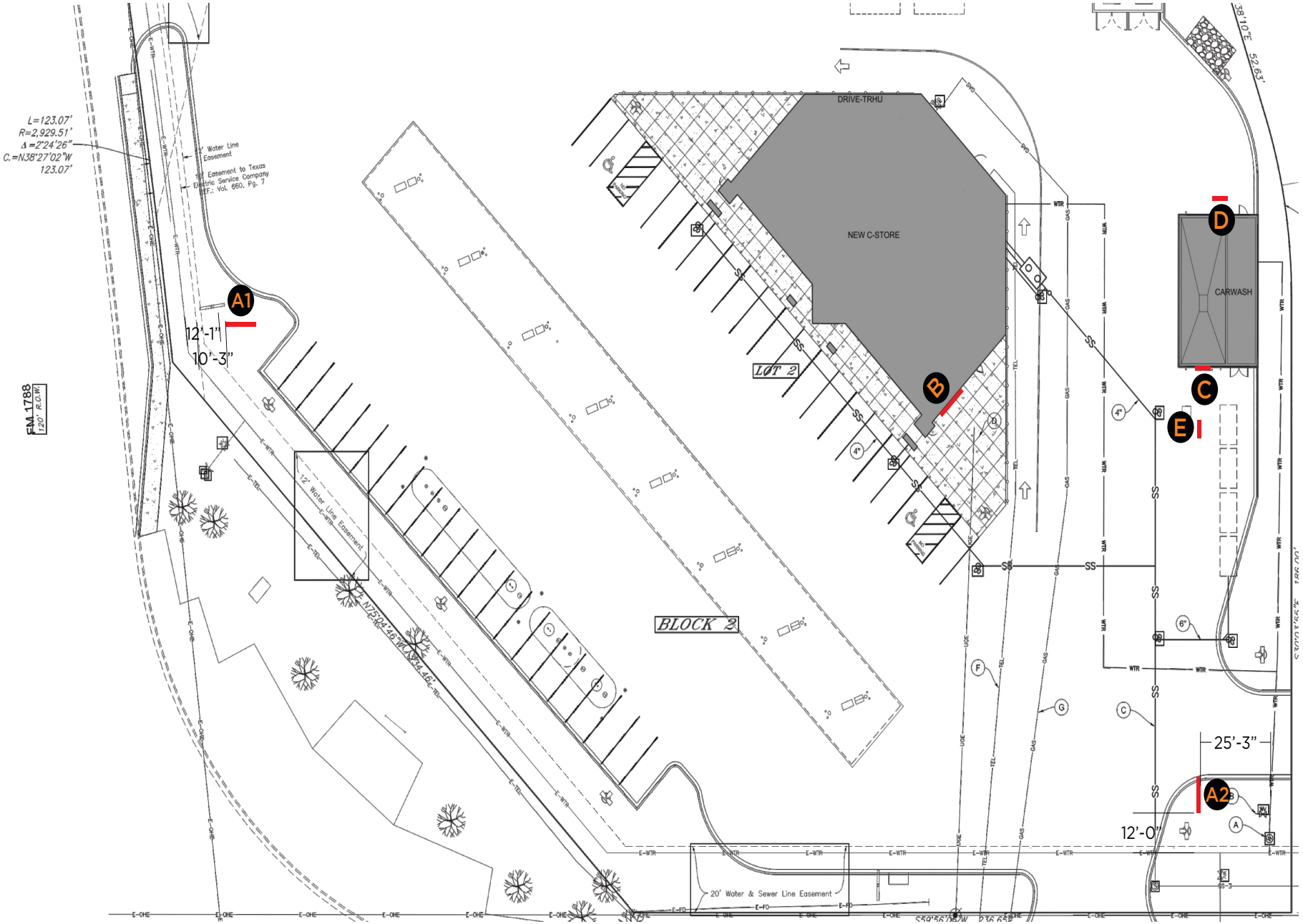
SHEET DETAILS
Exterior Sign E
SCALE: AS NOTED

MATERIALS & FINISHING SCHEDULES
27.12

ISSUE
DATE DESCRIPTION
May 10, 2022

RUNNING SHEET NUMBER
7

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION

6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 281-345-4488

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PACKET

PROJECT INFORMATION

CLIENT
The Kent Companies
Big Spring & Occidental ,
Midland, TX 79705

PROJECT KK 326
PROJECT # 2035
PROJECT MGR Tracy Swisher
DESIGNER A. Cody

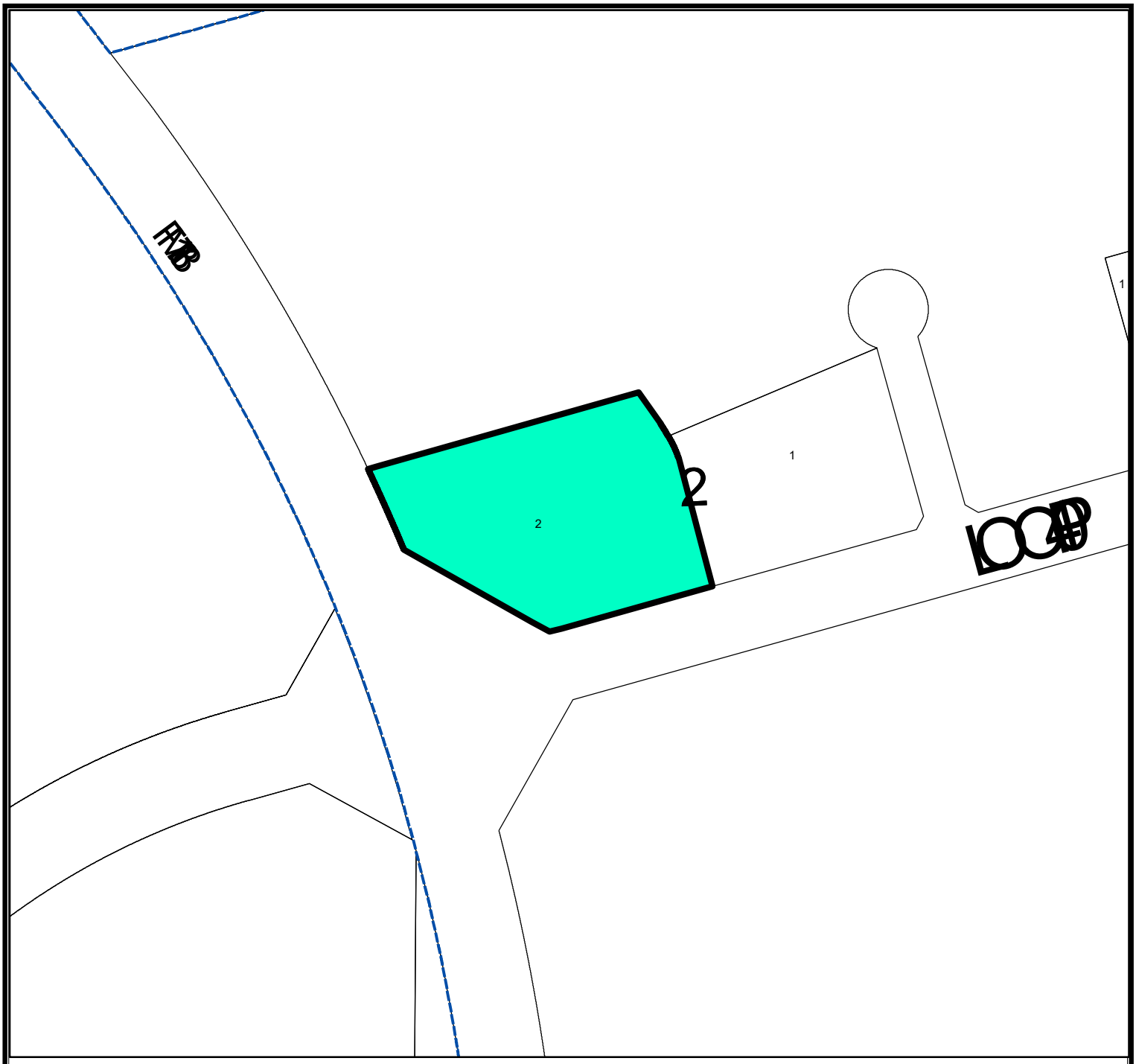
SHEET DETAILS
SITE PLAN
SCALE: AS NOTED

MATERIALS & FINISHING SCHEDULES
27.13

ISSUE
DATE DESCRIPTION
May 10, 2022

RUNNING SHEET NUMBER
8

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



LOCATION MAP

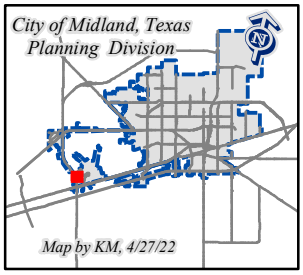
SGN-043057-2022 **Scale: 1" = 200'**

A request by Prince Signs, LLC appeal and reversing the Building Official's denial of a sign permit for Lot 2, Block 2, Central Park, Section 2, City and County of Midland, Texas.

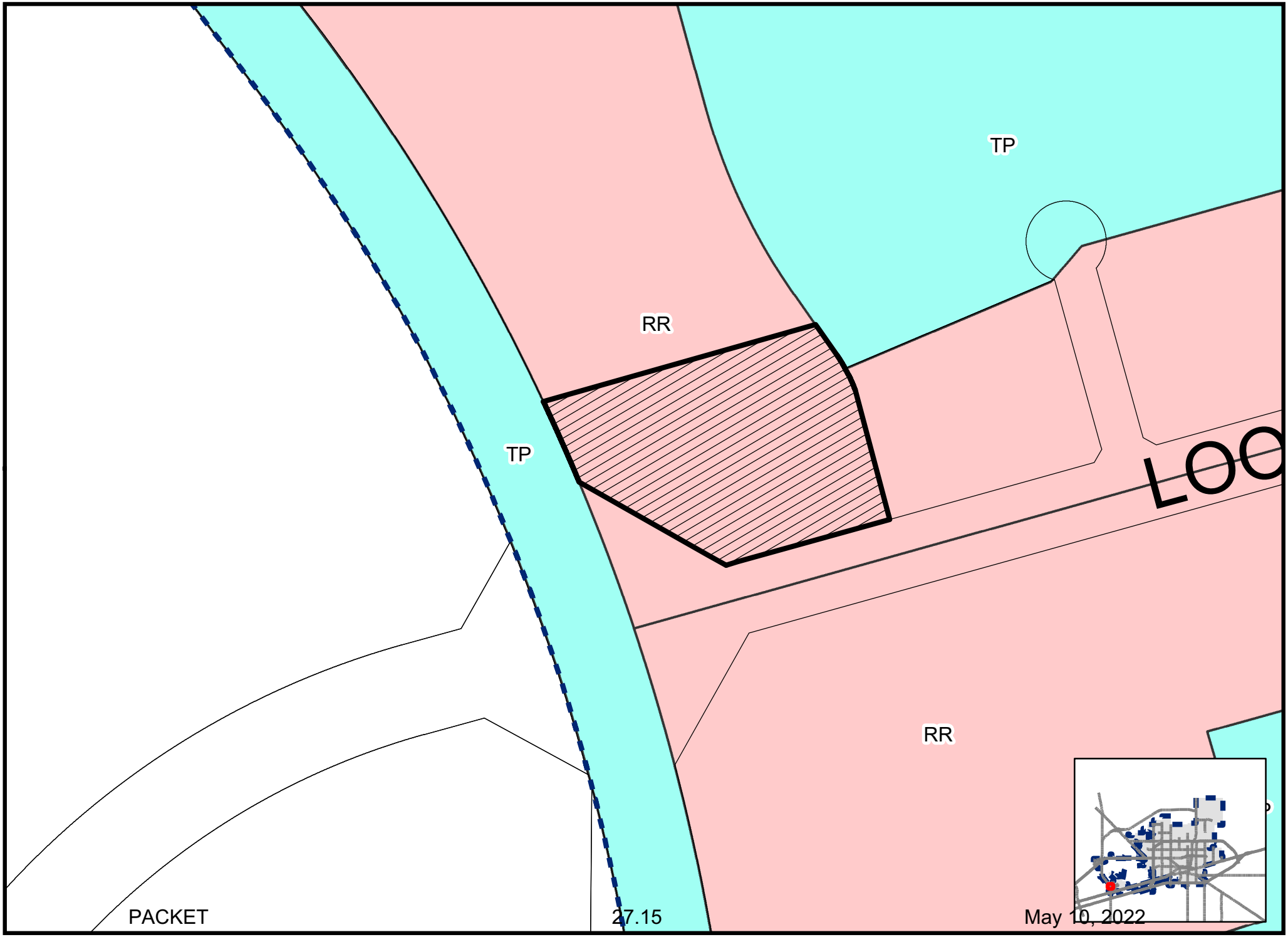
(Generally located on the northeast corner of the intersection of Shell Farm to Market Road 1788 and Loop 40. (Council District 4)

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, 4/27/22

SGN-043057-2022 **Scale: 1" = 200'**

ZONING MAP

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TO
191
TEXAS
END
LOOP
40
NORTH
349
TEXAS






TO
191
TEXAS
END
LOOP
40

City Council Meeting

Item Number: 28

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: Motion granting Prince Signs, LLC'S appeal and reversing the Building Official's denial of a sign permit for Lot 9, Block 2, Lonestar Business Park, Section 3, City and County of Midland, Texas (Generally located on the southeast corner of the intersection of Occidental Parkway and North State Highway 349) (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Prince Signs, LLC, is requesting a variance to the allowed area for a pole sign that exceeds the maximum sign area, a wall sign that faces residential use, and the cumulative area of all signs exceeding the maximum sign area.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Per the proposed sign plans, the applicant is requesting to place a 30-foot pole sign off North State Highway 349. The total area of the pole is 292 square feet.

The request does not meet the requirements per the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards.

(3) In the NS District and less restrictive district, except for buildings in the C-1 District:

(j) On property with multiple street frontages, the length of each street frontage shall be

used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area.

Sign A exceeds the allowable sign area allowed for one sign by 112 feet. In addition, Sign E is not compliant with our sign code. Sign E will be located on the eastern portion of the property facing residential. Per our sign code 11-7-7a, no sign shall be permitted on the rear of the building where said sign would be adjacent to a residential use. Although there is a 6-foot wooden panel fence, the sign in question will be placed above that protected layer and light will permeate through to the residential homes. Furthermore, the cumulative area of all signs shall not exceed 360 square feet. The applicant is proposing six signs with a cumulative sign area of 415 feet, which exceeds the maximum allowed area by 55 feet.

Planning:

As this request represents a deviation from the existing sign regulations and no hardships have been shown to exist, staff would recommend denial of this application for a variance to the allowed area for a pole sign that exceeds the maximum sign area, a wall sign that faces residential use, and the cumulative area of all signs exceeding the maximum sign area.

Attachments:

Appeal Request
Building Official's Denial Letter
Application
Proposed Signs
Maps

Morris William Jr.

City Manager's Office

MIDLAND
Code Administration

PERMANENT SIGN
PERMIT APPLICATION

1. PROJECT INFORMATION

Project Address: 349 @ Occidental Midland, TX 79705	Project Description: Gas Station w/ Carwash
Name of Business: Kent Kwik 326	
Valuation of Job: $ 80,000.00	Zoning: LR
Property Line Setbacks: Front _____ Side _____ Rear _____	Property Easements: Yes _____ No _____

Lot/Tract:	Block:	Subdivision/Survey:	Lot Size: (sq. ft.)

Type of Work: New Construction ✓ Additional _____ Repair Existing _____	Engineering Required: _____
Sign Type: Pole/Pylon ✓ Monument _____ Directional _____ Wall ✓ LED ✓ Other _____	
Illumination: Internal: ✓ External _____ None ✓	Proposed Sign Area: _____ Facade: Height: _____ Width: _____

Number of Signs: 6	Height Above Grade: _____	Overhang Permitted: _____	Other: _____

2. BUILDING OWNER INFORMATION

Name: The Kent Companies	Address: 2408 N. Big Spring St. Midland, TX	
Phone: 432-520-4000	Fax:	Email:

3. SIGNAGE / CONTRACTOR INFORMATION

Name: Prince Signs LLC	Address: 4432 Cunningham Rd. Houston, TX 77041	
Phone: 281-345-4488	Fax:	Email: permits@princesigns.com

4. PLEASE READ CAREFULLY

- Attach three (3) copies of the Signage Site Plan and Signage Elevations showing building dimensions and square footages of the signage areas.
- All signs with lighting must have an Underwriters Laboratory label affixed to cabinet and electrical.
- Be advised incomplete applications may be rejected, denied or cause permit processing delays.
- This permit becomes null and void if work authorized is not commenced within 180 days of issuance or if work is suspended or abandoned for a period of 180 days at any time after work is commenced.
- I hereby certify that I am the property owner or their authorized agent, and have the owner's consent to apply for the permit requested and receive all subsequent communications and business related to this application. I further certify that the information provided is true and correct to the best of my knowledge. This work shall comply with all provisions of laws and ordinances, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law regulating construction or the performance of construction.

Signature of Applicant:	Date: 3/22/2022
Printed Name of Applicant: Shannon Walker	Phone: 281-345-4488
Email: permits@princesigns.com	Fax: N/A

Code Administration Division
Development Services Department
300 N. Loraine Street - P.O. Box 1152 - Midland, Texas 79702
Office: 432-685-7390 - Fax 432-686-1609

Ver: 9/6/18

DENIAL SIGN REVIEW LETTER
Sent via Electronic Mail

April 4, 2022

Prince Signs LLC
6931 Signat Dr.
Houston, TX 77041

RE: 6914 N HWY 349

Mr. Ezzi:

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Planning Division- Kelly Martinez- 432-685-7915 kmartinez@midlandtexas.gov

Date: 04/01/2022
Status: Denied

DENIED: In the NS District and less restrictive districts, on property with multiple street frontages, the length of each street frontage shall be used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area. 1. Sign A exceeds the 180 square that is allowed for one sign. Please clarify whether the height is 30 feet or 45 feet. The plans state both. 2. Directional sign exceeding 4 sq ft count against total signage allowed on property. 3. No wall sign shall be permitted on the rear of the building where said sign would be adjacent to a residential use. Sign E is not allowed facing residential use. 4. Freestanding menu boards for drive-through service that do not exceed 32 square feet in area and six feet in height shall not be counted against the allowable total. Since Sign F does not meet this criteria therefore Sign F will count against allowable signage on the property. 5. Sign A looks to be on a utility easement. No permanent structures are allowed on that easement. Will need approval from utility department. 6. All signs combined exceed the allowable signage allowed on this property.

Code Administration – Claudia Sarinana – 432-685-7396 csarinana@midlandtexas.gov

Date: 04/04/2022

Sincerely,

Claudia Sarinana
Residential Plan Examiner
City of Midland, TX
Code Administration
432-685-7396
csarinana@midlandtexas.gov

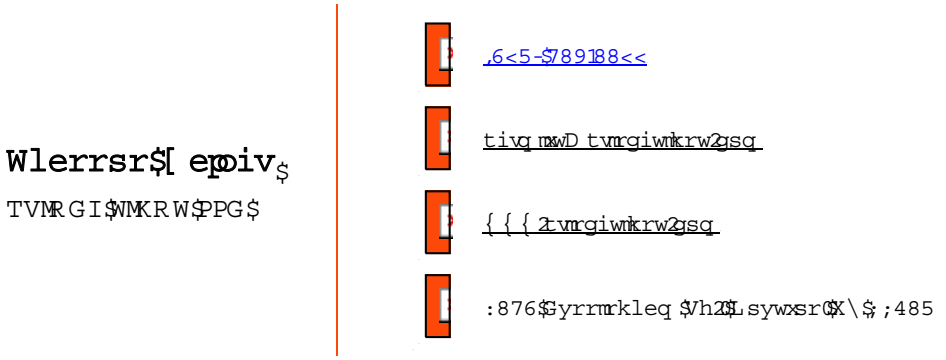
Kelly Martinez

From: Permits <permits@princesigns.com>
Sent: Tuesday, April 5, 2022 9:30 AM
To: Kelly Martinez
Subject: 6914 N Hwy 349 - KK326
Attachments: DENIAL SIGN REVIEW LETTER.docx; KK326 - Utility Plan Drwaing.pdf; 2035 - KK 326 - Exterior Signage Permit Packet.pdf

Hi Kelly,
Good morning. I have received our denial letter and would like to review some items with you to see what we can do to get this project approved, hopefully without a variance. However, if needed, I want to get started right now.

Sign A: This is the new standard C78 for KK locations. It is 30' OAH. Is there any way to get it approved without a variance and without changing the design? If not, please advise on what is needed to apply for a variance. See attached utility plan. It is out of all easements.

Thank you,



$

From: Claudia Sarinana <csarinana@midlandtexas.gov>
Sent: Monday, April 4, 2022 5:07 PM
To: Permits <permits@princesigns.com>
Subject: 6914 N Hwy 349

Please SEE ATTACHED LETTER

Fodxgld#Vdubqdqd
Uhvlghqwldd#Sodqv#Hxdp lghu#
76509;80:6<9

fvdulqdqdC p lgoalqgwh{dvljry



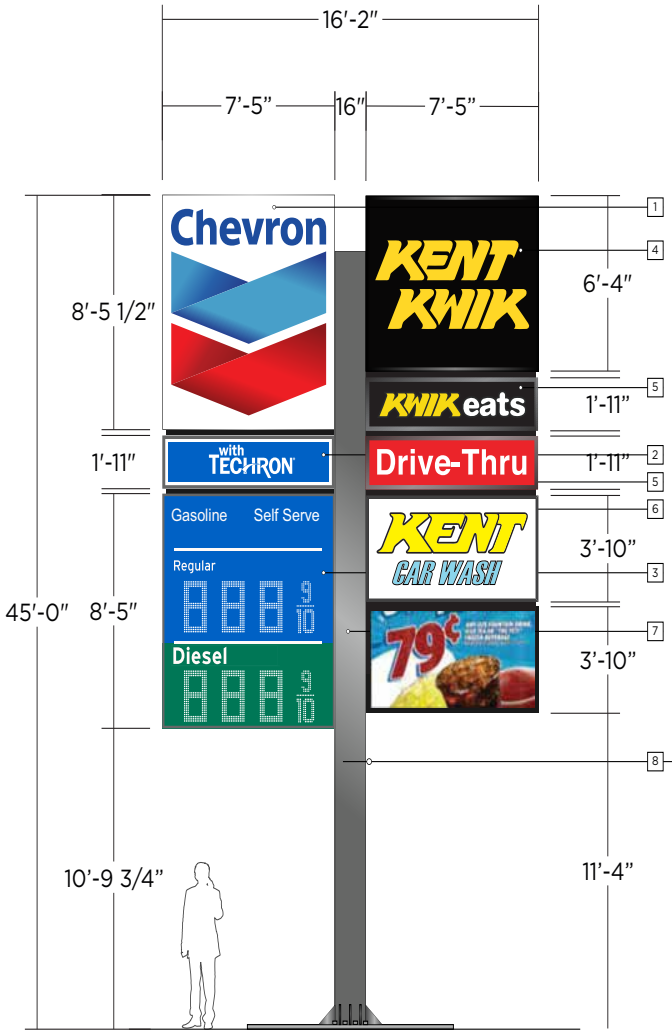
CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

KENT KWIK

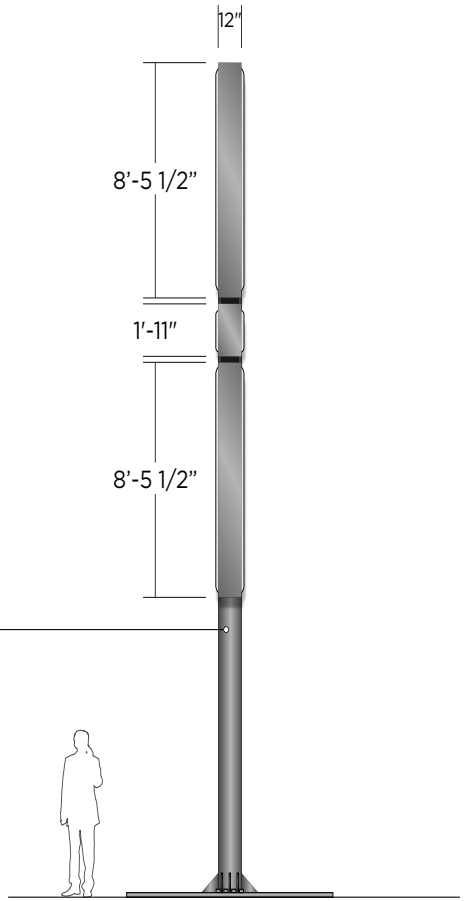
KENT KWIK 326 EXTERIOR - MIDLAND,TX

Big Spring & Occidental , Midland, TX 79705

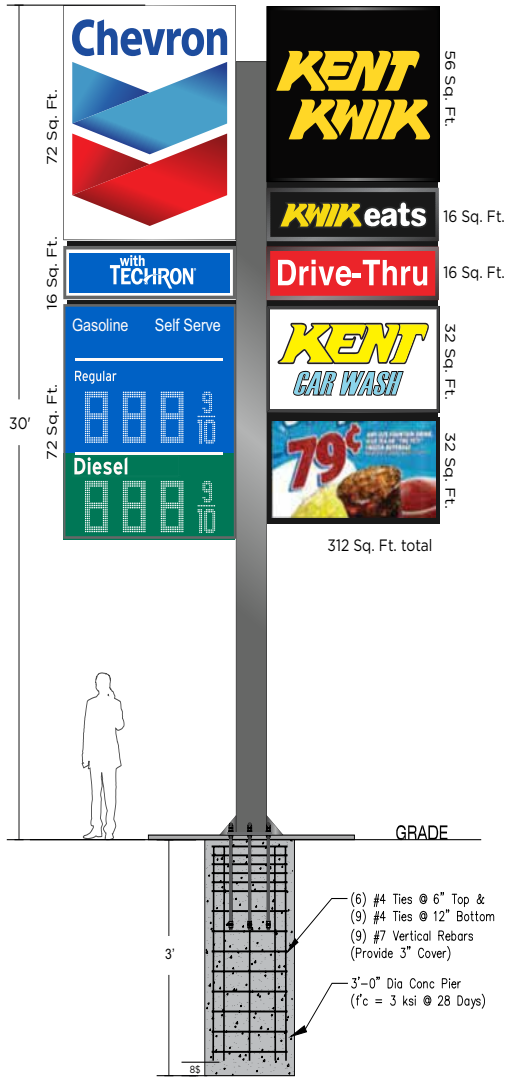
PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION



1 GAS PRICER SIGN (TYPE C78) - SIDE A (1 Total)
SCALE: 3/16"=1'



2 GAS PRICER SIGN (TYPE C78) - SIDE VIEW
SCALE: 3/16"=1'



3 GAS PRICER SIGN (TYPE C78) - FOOTING DETAILS
SCALE: 3/16"=1'

1. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, [C1] blue "Chevron" letters copy to be embossed, chevrons to be digitally printed to match brand specifications. Cabinet to be internally illuminated.
2. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with embossed face with white letters and [C1] blue background. Cabinet to be internally illuminated.
3. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with embossed face with white letters and [C1] blue and [C4] green background. Cabinet to feature white LED numerals and to be internally illuminated.
4. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with embossed logo to match [C2] yellow with [C3] black background. Cabinet to be internally illuminated.
5. Fabricated cabinet with pan-formed translucent white [P1] polycarbonate face, with white letters with [C5] red background. Cabinet to be internally illuminated.
6. Programmable digital message center Details TBD.
7. 16"x12"x3/8" Steel support pole as specified by engineer. Pole to be painted [C6] gray
8. Contour white address vinyl to be applied directly to steel pole.

NOTES

1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.
2. Final materials and dimensions TBD per structural engineering requirements

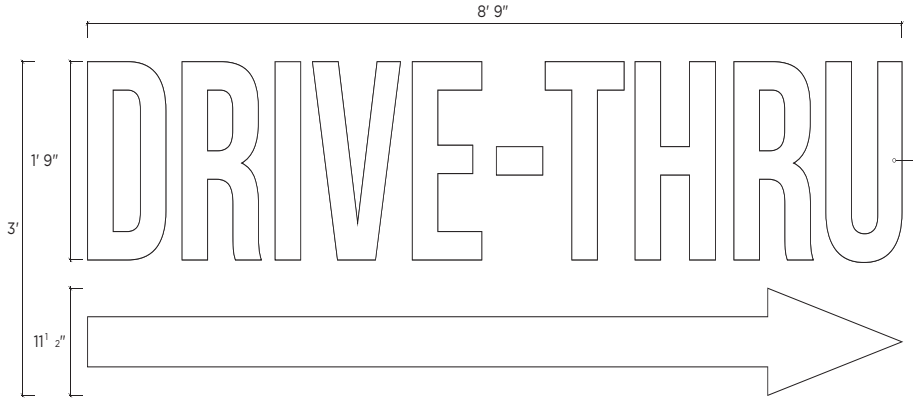
PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 281-435-4488

PACKET

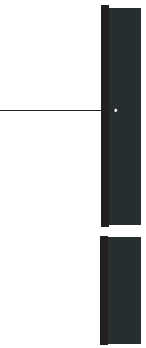
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PROJECT INFORMATION	SHEET DETAILS	MATERIALS & FINISHING SCHEDULES	ISSUE	RUNNING SHEET NUMBER
CLIENT The Kent Companies Big Spring & Occidental , Midland, TX 79705	Exterior Sign A	28.9	DATE DESCRIPTION May 10, 2022	1
PROJECT KK 326	SCALE: AS NOTED			
PROJECT # 2035				
PROJECT MGR Tracy Swisher				
DESIGNER A. Cody				

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



1 WALL SIGN DETAIL - DRIVE-THRU 27 SQFT
SCALE: 3/4"=1'

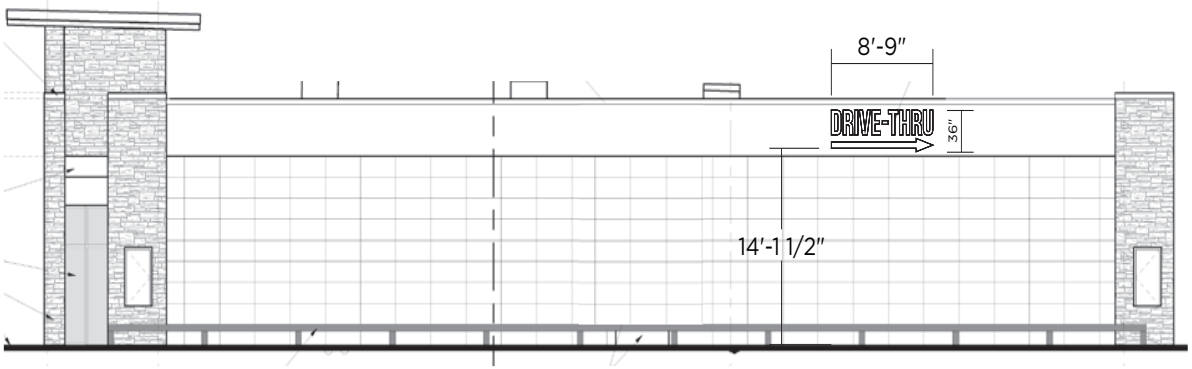


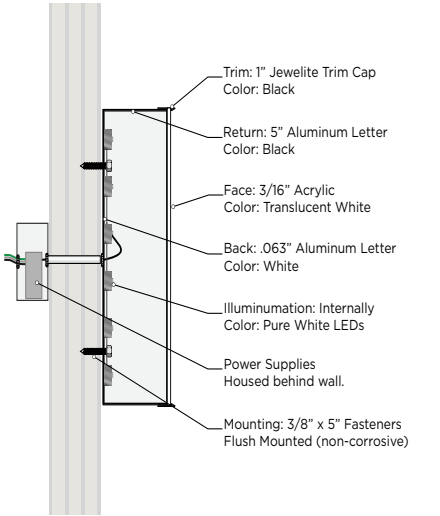
2 WALL SIGN DETAIL - SIDE VIEW
SCALE: 3/4"=1'

1. Fabricated channel letters with 5" black returns. Channel letters to have [A1] translucent white acrylic faces.

NOTES

1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/off control power by others.
2. Final materials and dimensions TBD per structural engineering requirements





4 ILLUMINATED CHANNEL LETTERS
SCALE: NTS

PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
6432 Cunningham Rd Houston, TX 77041
info@princesigns.com 281-345-4488

PACKET

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PROJECT INFORMATION	SHEET DETAILS	MATERIALS & FINISHING SCHEDULES	ISSUE	RUNNING SHEET NUMBER
CLIENT The Kent Companies Big Spring & Occidental , Midland, TX 79705	Exterior Sign B	28.10	DATE DESCRIPTION May 10, 2022	2
PROJECT KK 326 PROJECT # 2035	SCALE: AS NOTED			
PROJECT MGR Tracy Swisher DESIGNER A. Cody				

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



1 WALL SIGN DETAIL - REAR ENTRANCE
SCALE: 3/4"=1'-0"

2 WALL SIGN DETAIL - SIDE VIEW
SCALE: 3/4"=1'

32 Sq. Ft. total

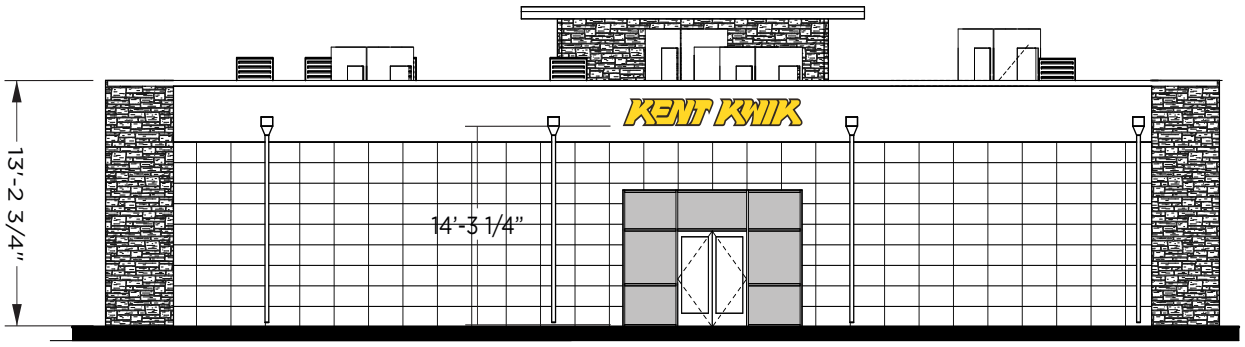
Routed [A2] aluminum panel to be mounted flat against the wall with fasteners.

2. Fabricated channel letters with 5" returns painted MP Standard Black. Channel Letters to have [A1] translucent white acrylic faces with first surface applied digitally printed [V1] vinyl.

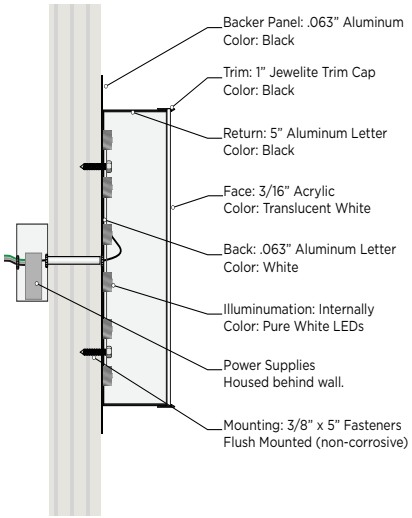
NOTES

1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.

2. Studs and construction grade adhesive will be used, as necessary.



3 WALL SIGN - NORTH ELEVATION
SCALE: 3/32"=1'



4 ILLUMINATED CHANNEL LETTERS WITH SHADOW

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PROJECT INFORMATION

CLIENT
The Kent Companies
Big Spring & Occidental ,
Midland, TX 79705

PROJECT: KK 326
PROJECT #: 2035
PROJECT MGR: Tracy Swisher
DESIGNER: A. Cody

SHEET DETAILS

Exterior Sign C

SCALE: AS NOTED

MATERIALS & FINISHING SCHEDULES

28.11

ISSUE

DATE DESCRIPTION

May 10, 2022

RUNNING SHEET NUMBER

4

ELECTRICAL REQUIREMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895
PRIMARY ELECTRICAL TO LED POWER SUPPLY/SUPPLIES BY OTHERS
SECONDARY LOAD - 66 VA

DETAILS:
1. Routed [A2] aluminum backer panel to be mounted flat against the wall with fasteners

2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V1] translucent vinyl. Channel letters will be attached to [A2] backer panel.

2.2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V2] translucent vinyl.

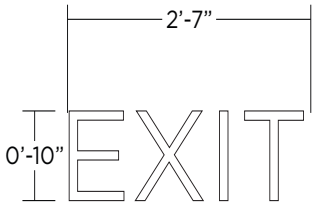
NOTES:
1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.

2. Studs and construction grade adhesive will be used, as necessary.



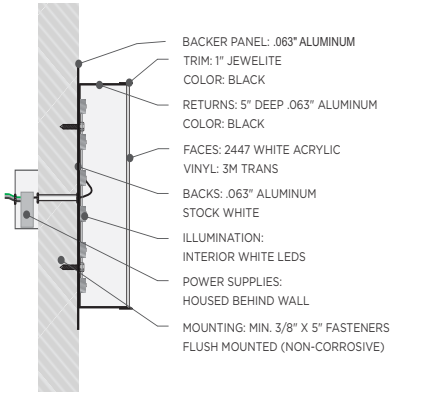
1 SIGN DETAILS - ILLUMINATED CHANNEL LETTERS
SCALE: 3/4" = 1'-0"

32 Sq. Ft. total



3 EXIT VINYL
SCALE: 3/4" = 1'-0"

3 Sq. Ft. total



2 FACE LIT CHANNEL LETTERS - TYPICAL DETAIL
SCALE: NTS



PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION
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PACKET

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PROJECT INFORMATION		SHEET DETAILS		MATERIALS & FINISHING SCHEDULES	ISSUE		RUNNING SHEET NUMBER
CLIENT The Kent Companies Big Spring & Occidental , Midland, TX 79705		Exterior Sign	D	28.12	DATE May 10, 2022	DESCRIPTION	5
PROJECT KK 326	PROJECT # 2035	SCALE: AS NOTED					
PROJECT MGR Tracy Swisher	DESIGNER A. Cody						

ELECTRICAL REQUIREMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



1 SIGN DETAILS - ILLUMINATED CHANNEL LETTERS
SCALE: 3/4" = 1'-0"

32 Sq. Ft. total



3 ENTRANCE VINYL
SCALE: 3/4" = 1'-0"

7 Sq. Ft. total

DETAILS:
1. Routed [A2] aluminum backer panel to be mounted flat against the wall with fasteners

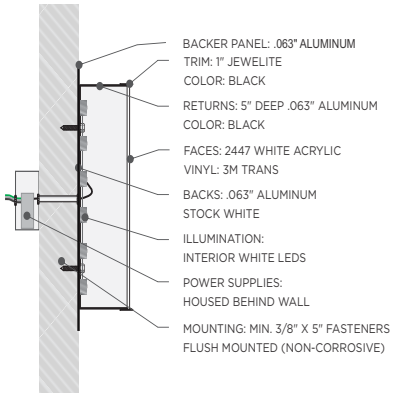
2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V1] translucent vinyl. Channel letters will be attached to [A2] backer panel.

2.2. Fabricated channel letters with 5" Black returns, aluminum backing, and [A1] translucent white acrylic faces with first surface applied [V2] translucent vinyl.

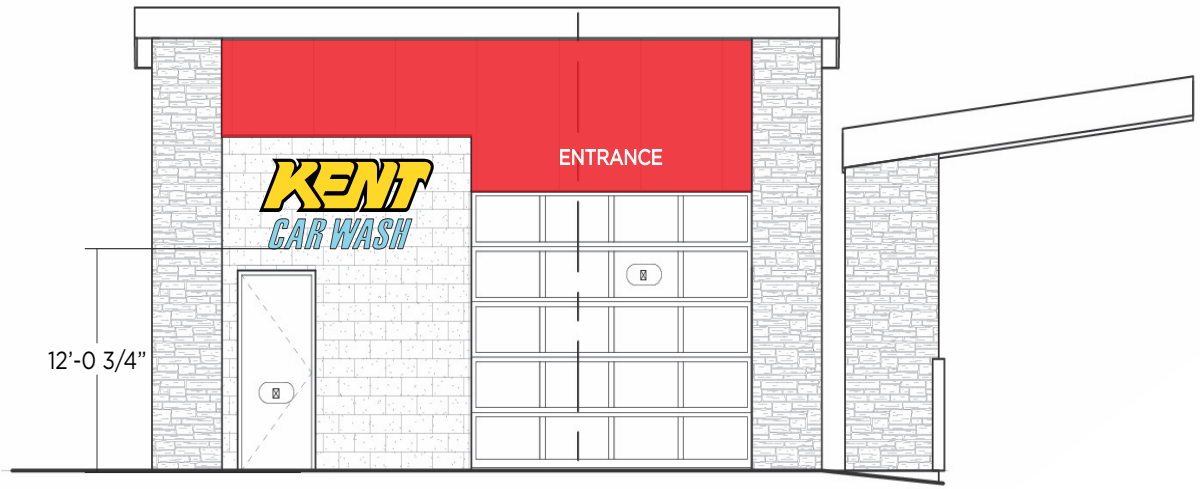
3. Plotter cut decal vinyl [V3] flushed paste to wall.

NOTES:
1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.

2. Studs and construction grade adhesive will be used, as necessary.



3 FACE LIT CHANNEL LETTERS - TYPICAL DETAIL
SCALE: NTS



4 PROPOSED ELEVATION - FRONT
SCALE: 1/8" = 1'-0"

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PACKET

PROJECT INFORMATION		SHEET DETAILS		MATERIALS & FINISHING SCHEDULES	ISSUE		RUNNING SHEET NUMBER
CLIENT The Kent Companies Big Spring & Occidental , Midland, TX 79705		Exterior Sign	E		DATE	DESCRIPTION	6
PROJECT KK 326	PROJECT # 2035	SCALE: AS NOTED		28.13	May 10, 2022		
PROJECT MGR Tracy Swisher	DESIGNER A. Cody						

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895

DETAILS:

1. MENU BOARD (TANDEM)
   Digitally printed [V1] vinyl with [L1] UV clear gloss laminate to be applied to first surface routed [A1] acrylic panel. [V2] white diffuser to be applied to second surface of [A1] acrylic.

NOTES:
1. Studs and construction grade adhesive will be used, as necessary.

2. Print to match PMS colors.

NOTES:
1. QTY1 - 120V/20A Circuit. Primary electrical to LED supplies and day/night on/o control power by others.

2. Studs and construction grade adhesive will be used, as necessary.



24 Sq. Ft. total

1 SOFT TOUCH MENU BOARD (TANDEM) (1) - FRONT VIEW
SCALE: 3/4" = 1"



8 Sq. Ft. total

2 HOURS POLICY SIGN (1) - FRONT VIEW
SCALE: 1" = 1"

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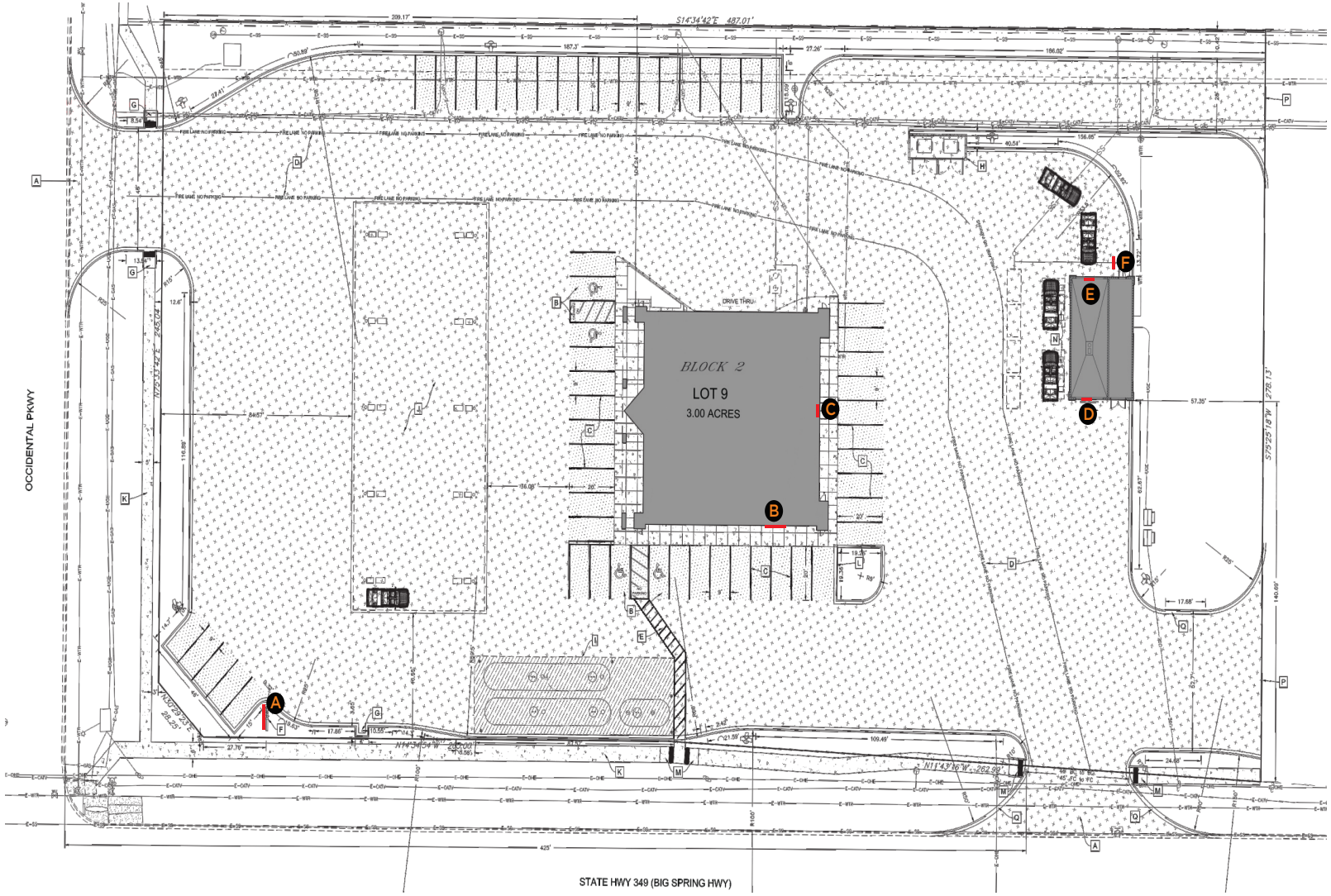
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PROJECT INFORMATION	SHEET DETAILS	MATERIALS & FINISHING SCHEDULES	ISSUE	RUNNING SHEET NUMBER
CLIENT The Kent Companies Big Spring & Occidental , Midland, TX 79705	Exterior Sign F	28.14	DATE DESCRIPTION May 10, 2022	7
PROJECT KK 326 PROJECT # 2035	SCALE: AS NOTED			
PROJECT MGR Tracy Swisher DESIGNER A. Cody				

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION

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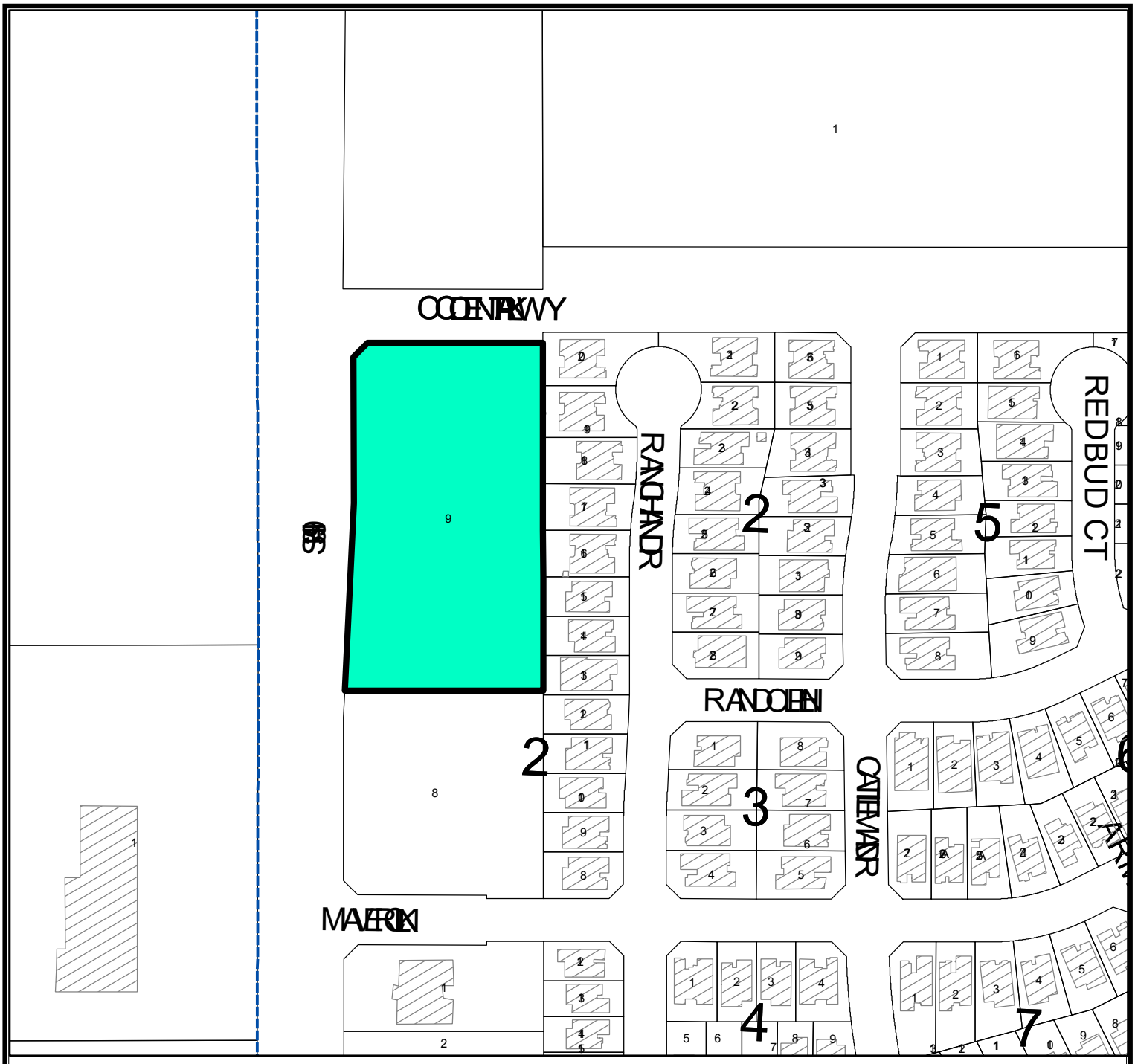
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PACKET

PROJECT INFORMATION		SHEET DETAILS	MATERIALS & FINISHING SCHEDULES	ISSUE		RUNNING SHEET NUMBER
CLIENT The Kent Companies Big Spring & Occidental , Midland, TX 79705		SITE PLAN		DATE	DESCRIPTION	8
PROJECT KK 326	PROJECT # 2035	SCALE: AS NOTED	28.15	May 10, 2022		
PROJECT MGR Tracy Swisher	DESIGNER A. Cody					

ELECTRICAL REQUIRMENTS
PRIMARY CIRCUIT
120VOLT/20AMP
TOTAL AMP DRAW
1.1 AMP
TSCL#: 18895



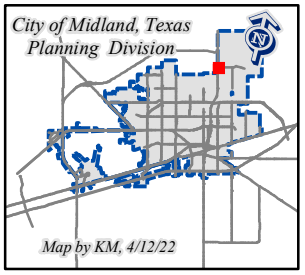
LOCATION MAP

SGN-042698-2022 **Scale: 1" = 200'**

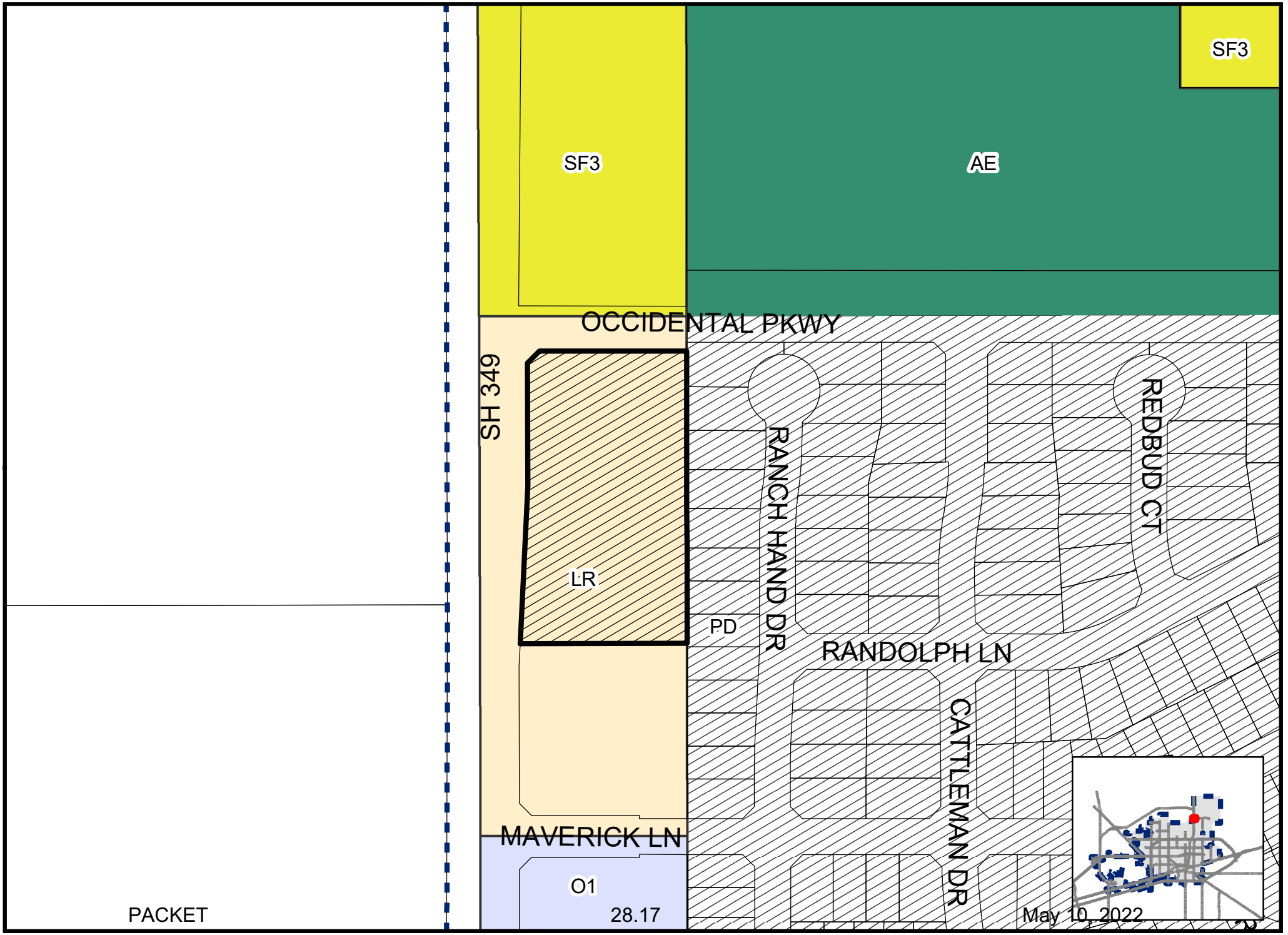
Motion granting Prince Signs, LLC appeal and reversing the Building Official's denial of a sign permit for Lot 9, Block 2, Lonestar Business Park, Section 3, City and County of Midland, Texas. (Generally located on the southeast corner of the intersection of Occidental Parkway and N State Highway 349. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By KM, 4/12/22

SGN-04698-2022

Scale: 1" = 200'

ZONING MAP

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SPEED LIMIT
40
LONE STAR




STOP

City Council Meeting

Item Number: 29

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Jeff Pinkstaff,

Subject: **RESOLUTION GRANTING A VARIANCE FOR A 50.239-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LAMESA ROAD AND EAST LOOP 250 NORTH), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 135 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

Resolution granting a variance to Ordinance 8769, (January 1, 2010 Oil and Gas Well Drilling Ordinance), for a 50.239-acre tract located in the south half of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, (Generally located Northeast of the intersection at N. Lamesa Dr. and E. Loop 250 N.) by permitting construction of residential buildings where no portion of any structure is closer than 135 feet of existing oil and gas wells (Wimberley #1, Massey A Unit Wells 4309H, 4209H, 2809H, 4313H, 2611H, Massey Unit Wells 4213H, 2613H, 2614H 2415H, Hogan 1-25-A 2601H, Hogan 1-25-B Wells 4303H, 4203H, and 2803H).

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Discussion:

The applicant, Mark Payne is the owner of the 50.239-acre tract located in the south half of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas (Generally located Northeast of the intersection at N. Lamesa Dr. and E. Loop 250 N.), that lies within 500 feet of previously permitted oil and gas wells. Mr. Payne is requesting this variance to allow a reduction in the required radius from existing wells from 500 feet to 135 feet for the development of this property for residential construction. Upon granting of the requested variance, building permits can be issued for the allowed distance.

This property has had variance previously granted for a distance of 214 ft. from the Wimberly #1 well. This variance was granted by the City Council by Resolution 2022-050.The Operator of the Wimberley #1 well is Midland Energy Inc. and it is aware of the variance request. All other wells are operated by Parsley Energy Operations LLC., who has acknowledged no objection to the variance request before City Council (see letter in packet).

The ordinance states, “In no event shall a building permit be issued by the City of Midland for any private residence or commercial building to be constructed, either in whole or in part, within three hundred (300) feet of a previously permitted but undrilled Oil and Gas Well or one hundred thirty-five (135) feet of an existing oil and gas well or within one hundred fifty (150) feet of a previously permitted tank battery.”

Previously, variances have been granted for other properties within the city limits to allow permits to be issued for residences and commercial buildings as close as 135 feet of existing oil and gas well. Therefore, staff recommends approval of this variance.

Attachments: Signed request letter, Exhibit, Operator letter, Metes and Bounds

Morris Williams Jr.

City Manager’s Office

RESOLUTION NO. _____

RESOLUTION GRANTING A VARIANCE FOR A 50.239-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LAMESA ROAD AND EAST LOOP 250 NORTH), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 135 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS

WHEREAS, pursuant to Section 6-1-23(H)(2)(c) of the City Code of Midland, Texas, the owner of the property described in Section One hereof has applied for a variance in order to receive building permits for the construction of residences where no portion of any structure is closer than 135 feet of an oil and gas well; and

WHEREAS, the City Council finds and determines that granting a variance for such purpose will not present a health or safety risk to the applicant or subsequent occupants of the structures;

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

SECTION ONE. That a variance is hereby granted for a 50.239-acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein, by permitting construction of residences where no portion of a structure is closer than 135 feet of an oil and gas well.

SECTION TWO. That the Building Official is hereby authorized and directed to issue building permits to the applicant and to other appropriate parties, entities, individuals, successors or assigns for such purpose with the following notation: "This building permit is issued for a structure to be constructed on a lot or tract located within 500 feet of a previously permitted Oil and Gas Well, but no portion of the structure shall be closer than 135 feet of a previously permitted Oil and Gas Well."

SECTION THREE. That this resolution supersedes Resolution No. 2022-050.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, 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"
Legal Description

LEGAL DESCRIPTION OF A 50.239 ACRE TRACT LOCATED IN THE WEST PART OF THE SOUTH HALF OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,712,048.2T, E= 1,755,466.80') a TX-DOT ROW marker found at an exterior corner Stonebridge Addition as recorded in Cabinet "I", Page 80, Plat Records of Midland County, Texas and an interior corner a 39.45 Acre Tract as described in Document No. 2017-24782, Official Public Records of Midland County, Texas and this tract, from whence the Southwest corner of said Section 1, bears 575°43'36'W, a distance of 65.26 feet and S14°16'28"E, a distance of 108.92 feet;

THENCE N62°09'58'W with an East line of said Stonebridge Addition and a West line of said 39.45 Acre Tract, a distance of 9.79 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" found at an interior corner of said Stonebridge Addition and an exterior corner of said 39.45 Acre Tract and this tract;

THENCE N14°16'28"W with an East line of said Stonebridge Addition and a West line of said 39.45 Acre Tract, a distance of 520.22 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the Southwest corner of a 5.23 Acre Tract as described in Document No. 2018-2415, Official Public Records of Midland County and an exterior corner of this tract;

THENCE N75°43'32"E with a South line of said 5.23 Acre Tract, a distance of 570.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Southeast corner of said 5.23 Acre Tract and an interior corner of this tract;

THENCE N14°16'28"W with an East line of said 5.23 Acre Tract, a distance of 400.00 feet to the Northeast corner of said 5.23 Acre Tract and an interior corner of this tract;

THENCE S75°43'32"W with a North line of said 5.23 Acre Tract, a distance of 570.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the Northwest corner of said 5.23
Acre Tract and an exterior corner of this tract;

THENCE N14°16'28"W with an East line of said Stonebridge Addition and a West line of said 39.45 Acre Tract, a distance of 344.91 feet to at an interior corner of said Stonebridge Addition and the most Westerly Northwest corner of said 39.45 Acre Tract and this tract;

THENCE N75°37'44"E with a South line of said Stonebridge Addition and a North line of said 39.45 Acre Tract, a distance of 130.55 feet to a point of curvature of said Stonebridge Addition, said 39.45 Acre Tract and this tract;

THENCE around a curve to the left in an Northeasterly direction with a South line of said Stonebridge Addition and a North line of said 39.45 Acre Tract, a radius of 1405.00 feet, a delta angle of 8°03'31", an arc length of 197.61 feet and a chord distance of 197.45 feet which bears N71°35'59"E to a point of tangency of said Stonebridge Addition, said 39.45 Acre Tract and this tract;

THENCE N67°34'14"E with a South line of said Stonebridge Addition and a North line of said 39.45 Acre Tract, a distance of 149.77 feet to a point of curvature of said Stonebridge Addition and this tract;

THENCE around a curve to the right in an Northeasterly direction with a South line of said Stonebridge Addition and a North line of said 39.45 Acre Tract, a radius of 595.00 feet, a delta angle of 8°03'31", an arc length of 83.68 feet and a chord distance of 83.62 feet which bears N71°35'59"E to a point of tangency of said Stonebridge Addition, said 39.45 Acre Tract and this tract;

THENCE N75°37'44"E with a South line of said Stonebridge Addition and a North line of said 39.45 Acre Tract, at 151.76 feet pass the most Easterly Southeast corner of said Stonebridge Addition and the Southwest corner of Stonebridge Addition, Section 2 as recorded in Cabinet J, Page 44, Plat Record of Midland County continuing for a total distance of 655.47 feet to an exterior corner of Stonebridge Addition, Section 3 as record in Cabinet L, Page 57, Plat Records of Midland County, Texas and said 39.45 Acre Tract and this tract;

EXHIBIT "A"
Legal Description

THENCE S14°22'54"E, a distance of 24.43 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at an exterior corner of said Stonebridge Addition, Section 3 and an interior corner of said 39.45 Acre tract and this tract;

THENCE N75°37'44"E with a South line of said Stonebridge Addition, Section 3, a distance of 64.00 feet to a "+" cut in concrete found at a corner of said Stonebridge Addition, Section 3, said 39.45 Acre Tract and this tract;

THENCE N78°32'18"E with a South line of said Stonebridge Addition, Section 3 and a North line of said 39.45 Acre Tract, at 86.04 feet pass a 1/2" iron rod with a plastic cap marked "PLS 1974" previously set at the Northeast corner of said 39.45 Acre Tract continuing for a total distance of 498.76 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of curvature of said Stonebridge Addition, Section 3 and this tract;

THENCE around a curve to the left in an Easterly direction with a South line of said Stonebridge Addition, Section 3 a radius of 2727.42 feet, a delta angle of 2°52'32", an arc length of 136.88 feet and a chord distance of 136.87 feet which bears N77°06'03"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of tangency of said Stonebridge Addition, Section 3 and this tract;

THENCE N75°39'47"E with a South line of said Stonebridge Addition, Section 3, a distance of 92.74 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the Southeast corner of said
Stonebridge Addition, Section 3, and the Northeast corner of this tract;

THENCE S14°22'00"E, a distance of 490.07 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE S59°22'00"E, a distance of 21.21 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract;

THENCE S14°22'00"E, a distance of 60.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract;

THENCE S30°38'00"W, a distance of 21.21 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE S14°22'00"E, a distance of 98.54 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature of this tract;

THENCE around a curve to the right in an Southerly direction with a radius of 381.52 feet, a delta angle of 14°25'08", an arc length of 96.01 feet and a chord distance of 95.76 feet which bears S07°09'26"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of tangency of this tract;

THENCE S00°03'08"W, a distance of 136.30 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature of this tract;

THENCE around a curve to the left in an Southerly direction with a radius of 321.15 feet, a delta angle of 14°25'08", an arc length of 80.82 feet and a chord distance of 80.61 feet which bears S07°09'26"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of tangency of this tract;

THENCE S14°22'00"E, a distance of 98.73 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE S59°22'00"E, a distance of 21.20 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set on a Northerly ROW line of Loop 250 at the Southeast corner of this tract;

THENCE S75°38'22"W with a Northerly ROW line of Loop 250 as described in Volume 725, Page 784, Deed Records of Midland County and a South line of a 105.40 Acre Tract as described in Document No. 2013-15577, Official Public Records of Midland County, a distance of 600.59 feet to a TX-DOT ROW marker found at a point of deflection of said ROW line and a corner of this tract;

EXHIBIT "A"
Legal Description

THENCE S65°26'54"W with a Northerly ROW line of said Loop 250 and a South line of said 39.45 Acre Tract, a distance of 1299.81 feet to a TX-DOT ROW marker found at a point of deflection of said ROW line and a corner of this tract;

THENCE N63°18'56"W with a Northeasterly ROW line of said Loop 250 and a South line of said 39.45 Acre Tract, a distance of 106.29 feet to the PLACE OF BEGINNING. Tract consists of 2,188,397 square feet or 50.239 acres of land.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86 Central Zone, with a combined grid factor of 0.99991858, and a theta angle equal to ¬0°54'07.92" at NGS Benchmark "N-1126" with values of N= 10,717,633.15 and E= 1,753,899.27 in U.S. Survey Feet based on City of Midland GPS Control Survey. To obtain horizontal surface distances

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

PIONEER
NATURAL RESOURCES

December 9, 2021

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Special Exemption Application Statement for Wellhead Radius Variance Request
SW4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA. Inc. ("Pioneer") currently operates the following wells (collectively, "the Wells") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas:

Well Name:	API:
Massey A Unit 2809H	42-329-43103
Massey A Unit 4209H	42-329-43102
Massey A Unit 4309H	42-329-43120
Massey Unit 2415H	42-329-43828
Massey Unit 2813H	42-329-41949
Massey Unit 4213H	42-329-41948
Massey Unit 4313H	42-329-41944
Hogan 1-25A 2601H	42-329-43833
Hogan 1-25B 2803H	42-329-41951
Hogan 1-25B 4203H	42-329-41950
Hogan 1-25B 4303H	42-329-41945

Parsley Energy, L.P. ("Parsley") is the current surface owner of the lands which the Wells are located on, as described in Warranty Deed dated January 6, 2018, recorded as Instrument Number 2018-4215, in the Official Public Records of Midland County, Texas. Mark A. Payne, Lawton Heritage, LLC, and Midland Stonebridge Properties, L.P. (collectively, "Development Group") is the current surface owner of the lands immediately surrounding the property owned by Parsley. Parsley and Pioneer are hereby providing notice that it will not protest the Special Exemption Application for a 135' setback radius around the Wells provided by the Development Group or Parkhill, on their behalf.

Thank you,

Nicole Brewer

Nicole Brewer BEB
Surface Landman
Nicole.Brewer@pxd.com
432-571-3354

Jeff Pinkstaff
City of Midland
300 N. Loraine Street
Midland, TX 79701

Re: Stonebridge Addition, Section 4 – Well Variance for **Wimberly #1; Massey A Unit Wells 4309H, 4209H, 2809H, 4313H, 2611H; Massey Unit Wells 4213H, 2613H, 2614H, 2415H; Hogan 1-25-A 2601H, Hogan 1-25-B 4303H, 4203H, 2803H**, Sec 1, Block 'X' H.P. Hilliard Survey, City of Midland, Midland County, TX.

Dear Mr. Pinkstaff:

I, Mark A. Payne, being a representative of Midland Stonebridge Properties, LP, the owner of Stonebridge Addition, Section 4 (being 49.512 Acre tract Located in Section 1, Block 'X' H.P. Hilliard Survey, City of Midland, Midland County, TX) am writing to request a variance be granted from Ordinance #8769 of the "Midland Texas Code of Ordinances" regarding "Oil and gas well permits issued on or after January 1, 2010" with an effective date of January 1, 2010.

	Well Name	Operator	Date Permitted	Date Approved	API
1.	Wimberly #1	Midland Energy, Inc	5/28/2008	5/29/2008	329-35952
2.	Massey "A" Unit Well 4309H	Parsley Energy Operations, LLC	10/10/2019	11/12/2019	329-43120
3.	Massey "A" Unit Well 4209H	Parsley Energy Operations, LLC	10/17/2019	1/7/2020	329-43102
4.	Massey "A" Unit Well 2809H	Parsley Energy Operations, LLC	10/17/2019	12/31/2019	329-43103
5.	Massey "A" Unit Well 4313H	Parsley Energy Operations, LLC	9/30/2019	9/30/2019	329-41944
6.	Massey "A" Unit Well 2611H	Parsley Energy Operations, LLC	11/22/2019	2/14/2020	329-43830
7.	Massey Unit Well 4213H	Parsley Energy Operations, LLC	4/17/2018	5/30/2018	329-41948
8.	Massey Unit Well 2613H	Parsley Energy Operations, LLC	4/17/2018	5/30/2018	329-41949
9.	Massey Unit Well 2614H	Parsley Energy Operations, LLC	11/22/2019	1/24/2020	329-43827
10.	Massey Unit Well 2415H	Parsley Energy Operations, LLC	11/22/2019	4/3/2020	329-43828
11.	Hogan 1-25-A 2601H	Parsley Energy Operations, LLC	11/21/2019	1/30/2020	329-43833
12.	Hogan 1-25-B 4303H	Parsley Energy Operations, LLC	6/29/2018	8/20/2018	329-41945
13.	Hogan 1-25-B 4203H	Parsley Energy Operations, LLC	6/29/2018	8/21/2018	329-41950
14.	Hogan 1-25-B 2803H	Parsley Energy Operations, LLC	6/29/2018	8/22/2018	329-41951

The attached exhibit shows the location of these fourteen wells in relation to the proposed non-residential lots in the subdivision. In order to develop these lots, structures will need to be built within the 500 foot radius from these items. No structures will be within 214 feet for item 1 of the permitted wells listed above and 135 feet for items 2 – 14 of the permitted wells listed above.

Paragraph H.2.c of Ordinance #8769 states that: "An owner of private residences or commercial structures may request a variance from the City Council in order to receive a building permit for the construction of a residence or building within 500 feet of any previously permitted oil and gas well." I request that the city grant a variance from the stated section of the City of Midland Code of Ordinances to obtain a building permit for the requested Plat, Stonebridge Addition, Section 4. I also ask you to place this item on the agenda of the Midland City Council, at the next possible date, in order to consider this request.

Sincerely,

Midland Stonebridge Properties, LP

By Mark A. Payne
Mark A. Payne, President

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, Ilena Carrasco, on this day personally appeared Mark A. Payne, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

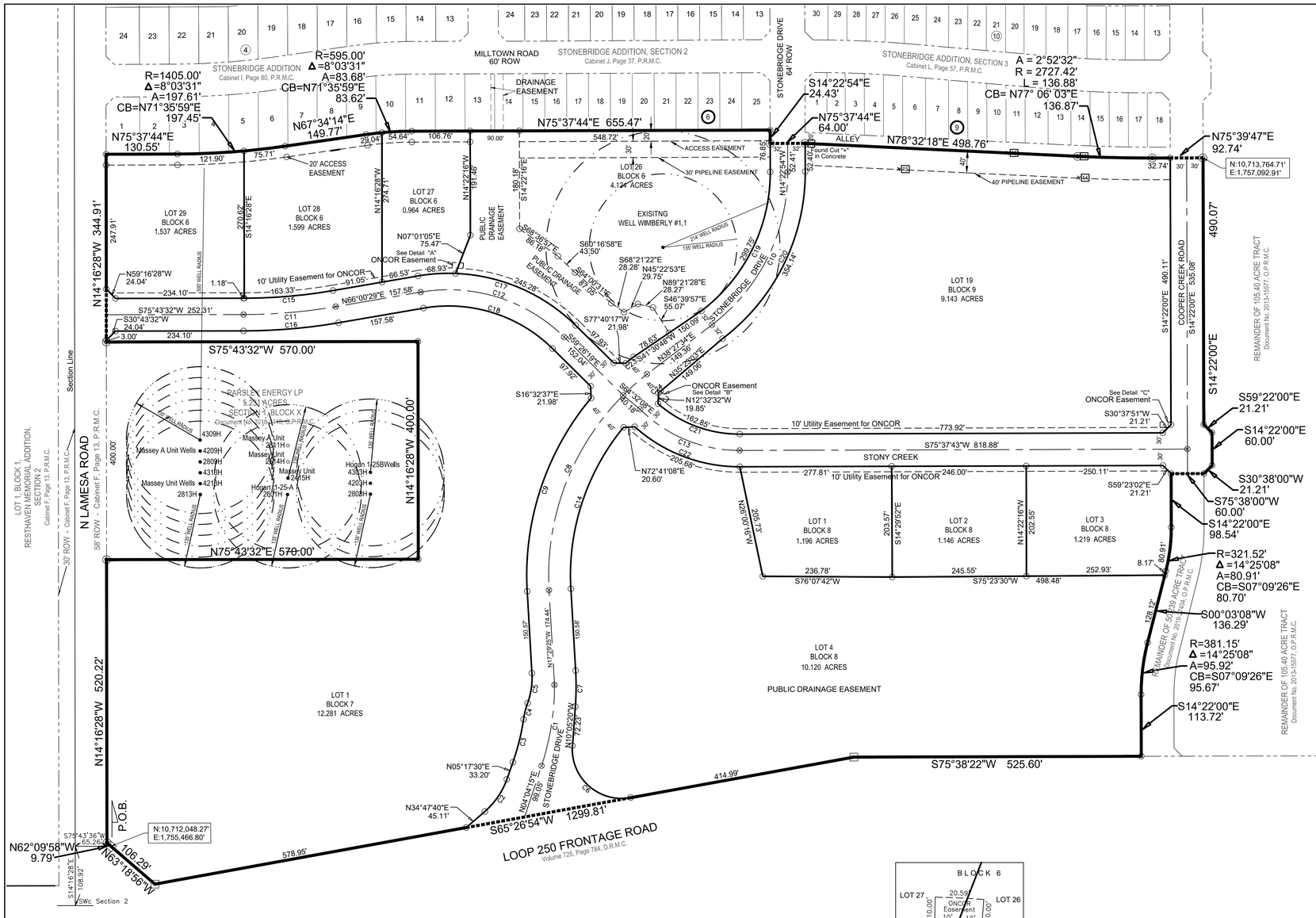
Given under my hand and seal of office this the 11th day of February, 2022.

Ilena Carrasco
Notary Public in and for the State of Texas

ILENA CARRASCO
Notary ID #132031433
My Commission Expires
May 30, 2023

STONEBRIDGE ADDITION
SECTION 4

Being a 49.512 Acre Tract of Land
Located in Section 1, Block X
H.P. Hilliard Survey
City of Midland, Midland County, Texas



Original Scale: 1"=100'

LEGEND

- PLAT BOUNDARY
- NEW STREET ROW
- NEW EASEMENTS
- EXISTING LOTS OR TRACTS
- EXISTING STREET ROW
- SET OR PREVIOUSLY SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 1974"
- FOUND 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 1974"
- FOUND TX-DOT PEDESTAL ROW MARKER

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

Oncor Electric Delivery Service	PLEASE SIGN
AT&T Texas	PLEASE SIGN
Grande Communications	PLEASE SIGN
Atmos Energy	PLEASE SIGN
SuddenLink Communications	PLEASE SIGN

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. 1/2" I ROD WITH PLASTIC CAP MARKED "PLS 1974" SET AT EACH CORNER WHERE POSSIBLE.
3. DRAINAGE BEYOND THE PLAT LIMITS SHALL BE ACCEPTED AND HANDLED VIA A LETTER AGREEMENT PROVIDED TO THE CITY OF MIDLAND BY MARK PAYNE, OWNER OF THE PROPERTY ADJACENT TO THE PLAT AS SHOWN HERE ON.
4. ALL UTILITIES SERVING THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
5. THE CITY COUNCIL OF MIDLAND, TEXAS APPROVED ON _____ A RESOLUTION (_____) GRANTING A VARIANCE TO ORDINANCE 8498 (MARCH 1 2007 OIL AND GAS WELL DRILLING ORDINANCE) FOR ALL LOTS LOCATED WITHIN STONEBRIDGE ADDITION, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, BY PERMITTING CONSTRUCTION OF A BUILDING STRUCTURE WHERE NO PORTION OF THE BUILDING IS CLOSER THAN 135 FEET OF THE EXISTING WELL WIMBERLY "1", MASSEY "A" UNIT WELL 4309H, MASSEY "A" UNIT WELL 4209H, MASSEY "A" UNIT WELL 2809H, MASSEY "A" UNIT WELL 4313H, MASSEY "A" UNIT WELL 2611H, MASSEY UNIT WELL 4213H, MASSEY UNIT WELL 2613H, MASSEY UNIT WELL 2614H, MASSEY UNIT WELL 2415H, HOGAN 1-25-A 2601H, HOGAN 1-25-B 4303H, HOGAN 1-25-B 4203H, HOGAN 1-25-B 2803H.
6. 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.
7. 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.
8. 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.
9. 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.

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of STONEBRIDGE ADDITION, SECTION 4, was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this_____th day of_____, 2022.

Chairman - PLEASE SIGN

Secretary - PLEASE SIGN

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	151.21'	470.00'	18°25'59"	N05°08'40"W	150.56'
C2	72.35'	140.50'	29°30'10"	N20°02'35"E	71.55'
C3	81.30'	418.00'	11°08'40"	N00°16'50"W	81.18'
C4	30.98'	159.50'	11°07'41"	N00°17'19"E	30.93'
C5	55.82'	140.50'	22°45'51"	N06°06'24"W	55.46'
C6	165.00'	90.50'	104°27'47"	N62°19'13"W	143.08'
C7	65.87'	510.00'	7°24'01"	N13°47'19"W	65.82'
C8	452.84'	470.00'	55°12'15"	N10°06'49"E	435.53'
C9	382.73'	510.00'	42°59'54"	N04°00'38"E	373.81'
C10	324.63'	352.00'	52°50'28"	N12°02'20"E	313.25'
C11	169.60'	1000.00'	9°43'03"	N70°52'00"E	169.40'
C12	285.64'	300.00'	54°33'13"	S86°42'55"E	274.97'
C13	202.68'	255.71'	45°24'50"	S81°39'51"E	197.41'
C14	319.20'	429.99'	42°32'01"	N03°46'42"E	311.92'
C15	164.52'	970.00'	9°43'03"	N70°52'00"E	164.32'
C16	174.69'	1030.00'	9°43'03"	N70°52'00"E	174.48'
C17	314.21'	330.00'	54°33'13"	S86°42'55"E	302.47'
C18	257.08'	270.00'	54°33'13"	S86°42'55"E	247.48'
C19	295.12'	320.00'	52°50'28"	N12°02'20"E	284.77'
C20	354.14'	384.00'	52°50'28"	N12°02'20"E	341.73'
C21	162.85'	225.71'	41°20'21"	S83°42'05"E	159.34'
C22	210.41'	285.71'	42°11'43"	S83°16'24"E	205.68'
C23	18.62'	510.00'	2°05'29"	N36°40'10"E	18.62'
C24	5.05'	430.00'	0°40'22"	N37°22'44"E	5.05'

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, J. Stan Piper, 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.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

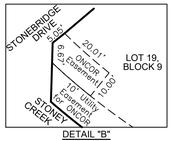
2/15/2022

J. Stan Piper, R.P.L.S. #1974
Piper Surveying Company, Inc.
P.O. Box 60432; Midland, Texas 79711; 432.550.7810
Firm No. 10155200

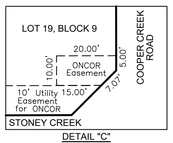
STATE PLANE COORDINATE NOTE

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System (Central Zone 1983/86 NAD), with a combined Grid Factor of 0.99991858 for Mean Project Datum. The Theta Angle is equal to -00°54'07.92" at NGS bench mark "N-1126" with published values of Y= 10,717,633.15 and X= 1,753,899.27 in U.S. Survey Feet based on City of Midland GPS Control Survey. To obtain horizontal surface distances multiply the grid distance by 1.0000814

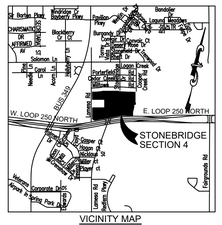
DETAIL "A"
Not to Scale



DETAIL "B"
Not to Scale



DETAIL "C"
Not to Scale



VICINITY MAP
Not to Scale

OWNER'S CERTIFICATE

Whereas, MIDLAND STONEBRIDGE PROPERTIES, LP, is the record owner of a 49.512 Acre platted tract of land in Section 1, Block "X", H.P. Hilliard Survey, Midland County, Texas and more particularly described hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, MIDLAND STONEBRIDGE PROPERTIES, LP, do hereby adopt this plat designating the hereinabove described property as STONEBRIDGE ADDITION, SECTION 4 to the City 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_____, 2022.

MIDLAND STONEBRIDGE PROPERTIES,LP,
By: Andrew Investment Management Company
Its General Partner

MARK PAYNE, PRESIDENT

STATE OF TEXAS :
COUNTY OF MIDLAND :

This instrument was acknowledged before me on_____, 2022

by Mark Payne, President, for MIDLAND STONEBRIDGE PROPERTIES, LP, on behalf of said corporation.

Notary Public Signature

OWNERS:

MIDLAND STONEBRIDGE PROPERTIES, LP.
1603 Idlewilde
MIDLAND, TEXAS 79703
(432) 520-0000

MARK PAYNE
1603 Idlewilde
MIDLAND, TEXAS 79703

ENGINEER:

PARKHILL
1700 W. WALL ST., SUITE 100
MIDLAND, TEXAS 79701
(432) 697-1447

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

STONEBRIDGE ADDITION
SECTION 4

City Council Meeting

Item Number: 30

Meeting Date: May 10, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: Motion appointing a Mayor Pro Tempore (DISTRICT: NONE) (CITY MANAGER)

Purpose:

Consider a motion appointing a Mayor Pro Tempore.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The City Council will select a Mayor Pro Tem.

City Manager's Office